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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x	
In re	:
	: Chapter 11
SEARS HOLDINGS CORPORATION, et al.,	:
	: Case No. 18-23538 (RDD)
	:
Debtors.¹	:
	: (Jointly Administered)
-----x	

NOTICE OF FILING OF DIP INTERCREDITOR AGREEMENT

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

PLEASE TAKE NOTICE that beginning on October 15, 2018, (the “**Commencement Date**”) and continuing thereafter, each of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of New York (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that on the Commencement Date, the Debtors filed with the Court the *Debtors’ Motion for Authority to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Certain Protections to Prepetition Secured Parties, and (D) Schedule Second Interim Hearing and Final Hearing* [ECF No. 7] and on November 25, 2018, the Debtors filed with the Court the *Debtors’ Supplemental Motion for Authority to (I) Obtain Junior Postpetition Financing and (II) Schedule Final Hearing* [ECF. 872] (together, the “**DIP Motion**”).

PLEASE TAKE FURTHER NOTICE that on November 15, 2018, the Debtors filed the *Notice of Filing of Superpriority Senior Secured Debtor-In-Possession Asset-Based Credit Agreement* [ECF No. 744]. On November 26, 2018 the Debtors filed the *Notice of Filing of Amended Superpriority Senior Secured Debtor-In-Possession Asset-Based Credit Agreement* [ECF No. 885].

PLEASE TAKE FURTHER NOTICE that on November 26, 2018, the Debtors filed the *Notice of Filing of Superpriority Junior Lien Secured Debtor-in-Possession Credit Agreement* subject to ongoing review [ECF. 881].

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibit 1** is the DIP Intercreditor Agreement.

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the DIP Motion on a final basis will be held on **November 27, 2018, at 1:30 p.m. (ET)** before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas St., White Plains, New York 10061.

Dated: November 27, 2018
New York, New York

/s/ Sunny Singh

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Exhibit 1

DIP Intercreditor Agreement

SKADDEN DRAFT 11/27/18

DIP
INTERCREDITOR AGREEMENT
by and among
BANK OF AMERICA, N.A. and
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Senior DIP Agents,
and
GACP FINANCE CO., LLC,
as Junior DIP Agent
Dated as of [●], 2018

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DIP INTERCREDITOR AGREEMENT

THIS DIP INTERCREDITOR AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time pursuant to the terms hereof, this “Agreement”) is entered into as of [●], 2018 by and among BANK OF AMERICA, N.A., in its capacity as administrative agent and co-collateral agent, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as co-collateral agent (together with their respective successors and assigns in such capacities, the “Senior DIP Agents”), for the Senior DIP Secured Parties (as defined below), and GACP Finance Co., LLC, as agent (in such capacity, and together with its successors and assigns in such capacity, the “Junior DIP Agent”) for the Junior DIP Secured Parties (as defined below).

RECITALS:

A. On October 15, 2018 (the “Petition Date”), Sears Holdings Corporation, a Delaware corporation and a debtor and debtor-in-possession (“Holdings”), Sears Roebuck Acceptance Corp., a Delaware corporation and a debtor and debtor-in-possession (“SRAC”), Kmart Corporation, a Michigan corporation and a debtor and debtor-in-possession (“Kmart Corp.” and together with SRAC, the “Senior DIP Borrowers”), and certain of the Senior DIP Borrowers’ Subsidiaries filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (as defined below) in the United States Bankruptcy Court for the Southern District of New York (together with any other court having jurisdiction over the Chapter 11 Cases (as defined below) or any proceeding therein from time to time, the “Bankruptcy Court”). On October 18, 2018, SHC Licensed Business LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. On October 22, 2018, SHC Promotions LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (all entities referred to in this recital whose cases under the Bankruptcy Code are being jointly administered as of the date hereof in the Bankruptcy Court under Case No. 18-23538 (RDD), together with any Subsidiary (as defined below) joining in the Chapter 11 Cases after the Petition Date, collectively, the “Debtors” and such cases, collectively, the “Chapter 11 Cases”).

B. The Debtors are continuing to operate their businesses and manage their properties as debtors-in-possession under Sections 1107 and 1108 of the Bankruptcy Code.

C. Pursuant to that certain Superpriority Senior Debtor-In-Possession Asset-Based Credit Agreement, dated as of [●], 2018 (as such agreement may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “Senior DIP Credit Agreement”), by and among Holdings, the Senior DIP Borrowers, the banks, financial institutions and other institutional lenders party thereto (collectively, the “Senior DIP Lenders”) and the Senior DIP Agents, the Senior DIP Lenders have agreed to make certain loans and provide other financial accommodations to or for the benefit of Holdings and certain of its subsidiaries.

D. Pursuant to the Financing Orders (as defined below) and that certain Debtor-In-Possession Guarantee and Collateral Agreement, dated as of [●], 2018 (as such agreement may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “Senior DIP Guarantee and Collateral Agreement”), by

Holdings and certain of its subsidiaries (including, without limitation, the Senior DIP Borrowers) in favor of the Senior DIP Agents for the benefit of the Senior DIP Secured Parties, (1) Holdings and certain of its subsidiaries (collectively, with Holdings, the “Senior DIP Guarantors”) have guaranteed the payment and performance of the Senior DIP Obligations (as defined below) under the Senior DIP Documents (as defined below), and (2) the Senior DIP Borrowers and the Senior DIP Guarantors (collectively, the “Senior DIP Loan Parties”) have granted a security interest and lien in substantially all of their assets to secure the respective obligations of each of the Senior DIP Loan Parties under the Senior DIP Documents.

E. Pursuant to that certain [●], dated as of [●], 2018 (as such agreement may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, the “Junior DIP Credit Agreement”) by and among [●], the lenders party thereto (collectively, the “Junior DIP Lenders”) and the Junior DIP Agent, the Junior DIP Lenders have agreed to make certain loans and provide other financial accommodations to or for the benefit of Holdings and certain of its subsidiaries, including SRAC and Kmart (the “Junior DIP Borrowers”).

F. Pursuant to the Financing Orders and that certain [●], dated as of [●], 2018 (as such agreement may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof, (the “Junior DIP Guarantee and Collateral Agreement”), by Holdings and certain of its subsidiaries (including, without limitation, the Junior DIP Borrowers) in favor of the Junior DIP Agent for the benefit of the Junior DIP Secured Parties, (1) Holdings and certain of its subsidiaries (collectively, with Holdings, the “Junior DIP Guarantors”) have guaranteed the payment and performance of the Junior DIP Obligations (as defined below) under the Junior DIP Documents (as defined below), and (2) the Junior DIP Borrowers and the Junior DIP Guarantors (collectively, the “Junior DIP Loan Parties”) have granted a security interest and lien in substantially all of their assets to secure the respective obligations of each of the Junior DIP Loan Parties under the Junior DIP Documents.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 UCC Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning herein as in the Uniform Commercial Code.

Section 1.2 Other Definitions. Subject to Section 1.1, as used in this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” shall mean, with respect to a specified Person, any other Person (a) that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the Person specified or is a director or officer of such Person, (b) that beneficially owns 10% or more of the voting stock or any class of equity interests of such first Person, (c) at least 10% of whose voting stock or any class of equity interests is beneficially

owned, directly or indirectly, by such first Person or (d) who is an officer, director, partner or managing member of such first Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") of a Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person by contract or otherwise.

"Agent(s)" means individually the Senior DIP Agents or the Junior DIP Agent and collectively means both the Senior DIP Agents and the Junior DIP Agent.

"Agreement" shall have the meaning assigned to that term in the introduction to this Agreement.

"Bank Products" shall have the meaning provided in the Senior DIP Credit Agreement.

"Bankruptcy Code" shall mean Title 11 of the United States Code , as now or hereafter in effect or any successor thereto.

"Bankruptcy Court" shall have the meaning assigned to that term in the recitals to this Agreement.

"Borrower" shall mean with respect to the Senior DIP Obligations, the Senior DIP Borrowers and, with respect to the Junior DIP Obligations, the Junior DIP Borrowers, as applicable, and collectively means all of them.

"Carve-Out" shall have the meaning provided in the Financing Orders.

"Cash Management Services" shall have the meaning provided in the Senior DIP Credit Agreement.

"Chapter 11 Cases" shall have the meaning assigned to that term in the recitals to this Agreement.

"Collateral" shall mean collectively, all Senior DIP Collateral, all Junior DIP Collateral and all Specified Collateral.

"Control Collateral" shall mean any Collateral consisting of any Deposit Account, Instruments and any other Collateral as to which a Lien may be perfected through possession, custody or control by the secured party, or any agent therefor.

"Credit Documents" shall mean the Senior DIP Documents and the Junior DIP Documents.

"Debtor Relief Laws" shall mean the Bankruptcy Code as now or hereafter in effect or any successor thereto, as well as all other liquidation, conservatorship, bankruptcy, assignment for benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States federal or state law or of any applicable foreign law from time to time in effect affecting the rights of creditors generally.

“Debtors” shall have the meaning assigned to that term in the recitals to this Agreement.

“Discharge of Junior DIP Obligations” shall mean (a) the indefeasible payment in full in cash, or the discharge or defeasance, of all outstanding Junior DIP Obligations in accordance with the Junior DIP Credit Agreement and (b) the termination of all commitments to extend credit under the Junior DIP Documents.

“Discharge of Prepetition ABL Obligations” shall mean the indefeasible payment in full in cash of all outstanding Prepetition ABL Obligations including, with respect to (i) amounts available to be drawn under outstanding letters of credit issued thereunder (or indemnities or other undertakings issued pursuant thereto in respect of outstanding letters of credit), the cancellation of such letters of credit or the delivery or provision of money or backstop letters of credit in respect thereof in compliance with the terms of the Prepetition ABL Documents (which shall not exceed an amount equal to 105% of the aggregate undrawn amount of such letters of credit) and (ii) outstanding Prepetition ABL Obligations with respect to Bank Products and Cash Management Services (or indemnities or other undertakings issued pursuant thereto in respect of outstanding Bank Products and Cash Management Services) or the delivery or provision of cash collateral in respect thereof in compliance with the terms of the Prepetition ABL Documents.

“Discharge of Senior DIP Obligations” shall mean (a) the indefeasible payment in full in cash of all outstanding Senior DIP Obligations including, with respect to (i) amounts available to be drawn under outstanding letters of credit issued thereunder (or indemnities or other undertakings issued pursuant thereto in respect of outstanding letters of credit), the cancellation of such letters of credit or the delivery or provision of money or backstop letters of credit in respect thereof in compliance with the terms of any Senior DIP Credit Agreement (which shall not exceed an amount equal to 105% of the aggregate undrawn amount of such letters of credit) and (ii) outstanding Senior DIP Obligations with respect to Bank Products and Cash Management Services (or indemnities or other undertakings issued pursuant thereto in respect of outstanding Bank Products and Cash Management Services) or the delivery or provision of cash collateral in respect thereof in compliance with the terms of any Senior DIP Credit Agreement and (b) the termination of all commitments to extend credit under the Senior DIP Documents.

“Exercise Any Secured Creditor Remedies” or **“Exercise of Secured Creditor Remedies”** shall mean, except as otherwise provided in the final sentence of this definition and subject to the Financing Orders:

(a) the taking by any Secured Party of any action to enforce or realize upon any Lien, including the institution of any foreclosure proceedings or the noticing of any public or private sale pursuant to Article 9 of the Uniform Commercial Code or other applicable law;

(b) the exercise by any Secured Party of any right or remedy provided to a secured creditor on account of a Lien under any of the Credit Documents, under applicable law, in the Chapter 11 Cases or any other Insolvency Proceeding or otherwise, including the election to retain any of the Senior DIP Collateral, Junior DIP Collateral or Specified Collateral, as applicable, in satisfaction of a Lien;

(c) the taking of any action by any Secured Party or the exercise of any right or remedy by any Secured Party in respect of the collection on, set off against, marshaling of, injunction respecting or foreclosure on the Senior DIP Collateral, Junior DIP Collateral or Specified Collateral, as applicable, or the Proceeds thereof;

(d) the appointment, on the application of a Secured Party, of a receiver, receiver and manager or interim receiver of all or part of the Senior DIP Collateral, Junior DIP Collateral or Specified Collateral, as applicable;

(e) the sale, lease, license, or other disposition of all or any portion of the Senior DIP Collateral, Junior DIP Collateral or Specified Collateral by private or public sale conducted by a Secured Party or any other means at the direction of a Secured Party permissible under applicable law, in the Chapter 11 Cases or any other Insolvency Proceeding or otherwise; and

(f) the exercise of any other right of a secured creditor under Part 6 of Article 9 of the Uniform Commercial Code or under provisions of similar effect other applicable law.

For the avoidance of doubt, none of the following shall be deemed to constitute an Exercise of Secured Creditor Remedies: (i) the filing of a proof of claim in the Chapter 11 Cases or any other Insolvency Proceeding or seeking adequate protection (subject to Section 6.3 below); (ii) the exercise of cash dominion in accordance with the Senior DIP Credit Agreement; (iii) the consent by the Senior DIP Agents to a store closing sale, going out of business sale or other disposition by any Loan Party of any of the Collateral; (iv) the reduction of advance rates or sub-limits by the Senior DIP Agents; (v) the imposition of Availability Reserves or Inventory Reserves (in each case as defined in the Senior DIP Credit Agreement) by the Senior DIP Agents; or (vi) any action by the Junior DIP Agent, any Junior DIP Lender, any Senior DIP Agent or any Senior DIP Secured Party to enforce any limitation, right or remedy against any Senior DIP Agent, any Senior DIP Secured Party, the Junior DIP Agent or any Junior DIP Lender arising under this Agreement.

“Final Senior DIP Order” means a final order of the Bankruptcy Court approving the Senior DIP Facility.

“Financing Orders” shall have the meaning assigned to that term in the Senior DIP Credit Agreement and shall include any other order of the Bankruptcy Court authorizing and approving the credit facility provided pursuant to the Junior DIP Credit Agreement and the other Junior DIP Documents on an interim or final basis.

“Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Guarantor” shall mean any of the Senior DIP Guarantors or the Junior DIP Guarantors, as applicable, and collectively means all of them.

“Holdings” shall have the meaning assigned to that term in the recitals to this Agreement.

"Inadvertent Overadvances" shall mean the funding of any loan or advance under the Senior DIP Credit Agreement or the issuance, renewal or amendment of a letter of credit under the Senior DIP Credit Agreement which did not result in an overadvance when made based upon the most recent Borrowing Base Certificate (as defined in the Senior DIP Credit Agreement) received by the Senior DIP Agents prior to such funding or issuance, renewal or amendment of a letter of credit but which has, on the relevant date of determination, become an overadvance as the result of circumstances beyond the reasonable control of the Senior DIP Agents or the other Senior DIP Secured Parties (including as a result of the entry of an adverse order by the Bankruptcy Court in the Chapter 11 Cases), including (i) a decline in the value of the Senior DIP Collateral included in the Borrowing Base, (ii) errors or fraud on a Borrowing Base Certificate, (iii) components of the Borrowing Base on any date thereafter being deemed ineligible, (iv) the return of uncollected checks or other items of payment applied to the reduction of Advances (as defined in the Senior DIP Credit Agreement) or other similar involuntary or unintentional actions, (v) the imposition of any reserve or a reduction in advance rates after the funding of any Advance or the issuance, renewal or amendment of a letter of credit, or (vi) any other circumstance beyond the reasonable control of the Senior DIP Agents or the other Senior DIP Secured Parties which reduces Excess Availability (as defined in the Senior DIP Credit Agreement as in effect on the date hereof), provided that any repayments with respect to any overadvances shall be applied first to Inadvertent Overadvances.

"Indebtedness" shall mean (i) all obligations of a Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) the maximum amount of all letters of credit, bankers' acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person; (iii) obligations of such Person under any Swap Contract; (iv) indebtedness secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse, and (v) any guarantees of the foregoing.

"Insolvency Proceeding" shall mean (a) the Chapter 11 Cases or any other case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors or other similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in each case covered by clauses (a) and (b) undertaken under any Debtor Relief Laws.

"Interim Senior DIP Order" shall have the meaning assigned to the term "Interim Financing Order" in the Senior DIP Credit Agreement.

"Junior DIP Agent" shall have the meaning assigned to that term in the introduction to this Agreement and shall include any successor thereto.

"Junior DIP Borrowers" shall have the meaning assigned to that term in the recitals to this Agreement.

“Junior DIP Collateral” shall mean all Property now owned or hereafter acquired by any Borrower or any Guarantor in or upon which a Lien is granted or purported to be granted to the Junior DIP Agent under any of the Junior DIP Collateral Documents, together with all substitutions, additions, products and Proceeds thereof; provided, however, that the term “Junior DIP Collateral” shall not include the Specified Collateral.

“Junior DIP Collateral Documents” shall mean the Junior DIP Guarantee and Collateral Agreement, together with the Financing Orders and all other security agreements, joinder agreements, account control agreements, freight forwarder and/or customs broker’s agreements, collateral access agreements, license agreements, mortgages and other collateral documents executed and delivered in connection with the Junior DIP Credit Agreement, in each case as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Junior DIP Credit Agreement” shall have the meaning assigned to that term in the recitals to this Agreement and shall include any other agreement extending the maturity of, consolidating, restructuring or refunding all or any portion of the Junior DIP Obligations thereunder, whether by the same or any other agent, lender or group of lenders.

“Junior DIP Documents” shall mean the Junior DIP Credit Agreement, the Junior DIP Collateral Documents (including the Financing Orders), the other DIP [Credit] Documents (as defined in the Junior DIP Credit Agreement) and all other agreements, instruments, documents and certificates, now or hereafter executed by or on behalf of any Junior DIP Loan Party and delivered to the Junior DIP Agent or any other Junior DIP Secured Party, in connection with any of the foregoing or with the Junior DIP Credit Agreement [or the Junior DIP Guarantee and Collateral Agreement], in each case as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Junior DIP Facility” means the \$350.0 million multidraw debtor in possession financing provided to the Debtors pursuant to the Junior DIP Documents and the Financing Orders.

“Junior DIP Guarantee and Collateral Agreement” shall have the meaning assigned to that term in the recitals to this Agreement and shall also include any other agreement amending or replacing such agreement, whether by the same or any other agent, lender or group of lenders.

“Junior DIP Guarantors” shall have the meaning assigned to that term in the recitals to this Agreement and shall also include any other Person who becomes a guarantor under any Junior DIP Document.

“Junior DIP Lenders” shall have the meaning assigned to that term in the introduction to this Agreement.

“Junior DIP Loan Parties” shall have the meaning assigned to that term in the recitals to this Agreement.

“Junior DIP Obligations” shall mean all obligations of every nature of each Junior DIP Loan Party from time to time owed to the Junior DIP Secured Parties, or any of them, under any Junior DIP Document, whether for principal, interest, fees, expenses, indemnification or

otherwise, and all other amounts owing or due under the terms of the Junior DIP Documents (including interest, fees, indemnification payments, expense reimbursements and other amounts which would have accrued on or been payable with respect to any Junior DIP Obligation, whether or not a claim is allowed against such Junior DIP Loan Party for such interest, fees, indemnification payments, expense reimbursement and other amounts in the Chapter 11 Cases), as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time in accordance with the terms hereof and thereof.

“Junior DIP Recovery” shall have the meaning set forth in Section 5.3(b).

“Junior DIP Secured Parties” shall mean the Junior DIP Agent and the Junior DIP Lenders.

“Lender(s)” shall mean individually, the Senior DIP Lenders or the Junior DIP Lenders, and collectively means all of the Senior DIP Lenders and the Junior DIP Lenders.

“Lien” shall mean, with respect to any asset, any mortgage, deed of trust, lien (statutory or otherwise), pledge, hypothecation, encumbrance, collateral assignment, charge or security interest in, on or of such asset.

“Lien Priority” shall mean with respect to any Lien of the Senior DIP Secured Parties or the Junior DIP Secured Parties in the Collateral, the order of priority of such Lien as specified in Section 2.1.

“Loan Parties” shall mean the Senior DIP Loan Parties and the Junior DIP Loan Parties.

“Maximum Senior DIP Facility Amount” shall mean \$[_____],¹ plus (i) Inadvertent Overadvances, (ii) any interest, fees, costs and expenses and (iii) outstanding obligations with respect to Bank Products and Cash Management Services.

“Party” shall mean the Senior DIP Agents or the Junior DIP Agent, and “Parties” shall mean both the Senior DIP Agents and the Junior DIP Agent.

“Person” shall mean an individual, partnership, corporation, limited liability company, unlimited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Petition Date” shall have the meaning assigned to that term in the recitals to this Agreement.

“Prepetition ABL Agents” shall have the meaning set forth in the Financing Orders.

¹ NOTE TO DRAFT: TO BE THE AGGREGATE PRINCIPAL AMOUNT OF INCREMENTAL REVOLVER COMMITMENTS, INCREMENTAL TERM LOANS AND ROLLED-UP AMOUNTS AS OF THE DATE OF THIS AGREEMENT.

“Prepetition ABL Collateral” shall have the meaning set forth in the Financing Orders and shall also include all property of the Senior DIP Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Prepetition ABL Document notwithstanding the filing of the Chapter 11 Cases.

“Prepetition ABL Documents” shall have the meaning set forth in the Financing Orders.

“Prepetition ABL Obligations” shall have the meaning set forth in the Financing Orders.

“Prepetition Encumbered Collateral” shall have the meaning set forth in the Financing Orders.

“Prepetition Unencumbered Collateral” shall have the meaning set forth in the Financing Orders; provided, however, that the term “Prepetition Unencumbered Collateral” shall not include the Specified Collateral; provided, further, however, that the term “Prepetition Unencumbered Collateral” shall include the assets set forth on Schedule 3 hereto.

“Proceeds” shall mean (a) all “proceeds,” as defined in Article 9 of the Uniform Commercial Code, with respect to the Collateral, and (b) whatever is recoverable or recovered when any Collateral is sold, exchanged, collected, or disposed of, whether voluntarily or involuntarily.

“Property” shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“Secured Parties” shall mean the Senior DIP Secured Parties and the Junior DIP Secured Parties.

“Senior DIP Agents” shall have the meaning assigned to that term in the introduction to this Agreement and shall include any successors thereto as well as any Person designated as the “Agent”, “Administrative Agent”, “Collateral Agent” or “Co-Collateral Agent” under any Senior DIP Document.

“Senior DIP Borrowers” shall have the meaning assigned to that term in the recitals to this Agreement.

“Senior DIP Cash Collateral Account” shall have the meaning assigned to that term in Section 4.1(b)(iii).

“Senior DIP Collateral” shall mean all Property now owned or hereafter acquired by any Borrower or any Guarantor in or upon which a Lien is granted or purported to be granted to the Senior DIP Agents (and in all events includes the Junior DIP Collateral) under any of the Senior DIP Collateral Documents, together with all substitutions, additions, products and Proceeds thereof; provided, however, that the term “Senior DIP Collateral” shall not include the Specified Collateral.

“Senior DIP Collateral Documents” shall mean the Senior DIP Guarantee and Collateral Agreement, together with the Financing Orders and all other security agreements, account

control agreements, freight forwarder and/or customs broker's agreements, collateral access agreements, license agreements, mortgages and other collateral documents executed and delivered in connection with the Senior DIP Credit Agreement (or deemed to be executed and delivered in connection with the Senior DIP Credit Agreement pursuant to the Financing Orders), in each case as the same may be amended, supplemented, restated or otherwise modified from time to time.

“Senior DIP Credit Agreement” shall have the meaning assigned to such term in the recitals to this Agreement and shall include any other agreement extending the maturity of, consolidating, restructuring, refunding, replacing or refinancing all or any portion of the Senior DIP Obligations, whether by the same or any other agent, lender or group of lenders.

“Senior DIP Documents” shall mean the Senior DIP Credit Agreement, the Senior DIP Collateral Documents (including the Financing Orders), all Swap Contracts and other Bank Products between any Senior DIP Loan Party and any Senior DIP Secured Party, all Cash Management Services agreements between any Senior DIP Loan Party and any Senior DIP Secured Party, those other ancillary agreements to which any Senior DIP Secured Party is a party or beneficiary and all other agreements, instruments, documents and certificates, now or hereafter executed by or on behalf of any Senior DIP Loan Party and delivered to the Senior DIP Agents or any other Senior DIP Secured Party, in connection with any of the foregoing or with the Senior DIP Credit Agreement or the Senior DIP Guarantee and Collateral Agreement, in each case, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Senior DIP Facility” shall have the same meaning given to the term “DIP ABL Facility” in the Senior DIP Credit Agreement.

“Senior DIP Guarantee and Collateral Agreement” shall have the meaning assigned to that term in the recitals to this Agreement and shall also include any other agreement amending or replacing such agreement, whether by the same or any other agent, lender or group of lenders.

“Senior DIP Guarantors” shall have the meaning assigned to that term in the recitals to this Agreement and shall also include any other Person who becomes a guarantor under any Senior DIP Document.

“Senior DIP Lenders” shall have the meaning assigned to that term in the recitals to this Agreement.

“Senior DIP Loan Parties” shall have the meaning assigned to that term in the recitals to this Agreement.

“Senior DIP Obligations” shall mean all obligations of every nature of each Senior DIP Loan Party from time to time owed to the Senior DIP Secured Parties, or any of them, under any Senior DIP Document, whether for principal, interest, reimbursement of amounts drawn under letters of credit, payments for early termination of Swap Contracts, fees, expenses, indemnification or otherwise, and all other amounts owing or due under the terms of the Senior DIP Documents (including interest, fees, indemnification payments, expense reimbursements

and other amounts which would have accrued on or been payable with respect to any Senior DIP Obligation, whether or not a claim is allowed against such Senior DIP Loan Party for such interest, fees, indemnification payments, expense reimbursements and other amounts in the Chapter 11 Cases), as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time in accordance with the terms hereof and thereof.

“Senior DIP Recovery” shall have the meaning set forth in Section 5.3(a).

“Senior DIP Secured Parties” shall mean each Senior DIP Lender and its Affiliates, each Senior DIP Agent, the successors and assigns of each of the foregoing and each other “Credit Party” under and as defined in the Senior DIP Credit Agreement.

“Specified Collateral” shall mean (i) all of the rights, title and interests of any Loan Party in that certain cause of action identified on Schedule 1 hereto and (ii) all of the rights, title and interests of any Loan Party in the assets set forth on Schedule 2 hereto and all books, records, documents and data related thereto and Proceeds thereof.

“Subsidiary” shall mean with respect to any Person (the “parent”) at any date, any corporation, partnership, joint venture, limited liability company, trust, or other entity (a) of which equity interests representing more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

“Swap Contract” shall have the meaning provided in the Senior DIP Credit Agreement.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided that to the extent that the Uniform Commercial Code is used to define any term in any security document and such term is defined differently in differing Articles of the Uniform Commercial Code, the definition of such term contained in Article 9 shall govern; provided further that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, publication or priority of, or remedies with respect to, Liens of any Party is governed by the Uniform Commercial Code or foreign personal property security laws as enacted and in effect in a jurisdiction other than the State of New York, the term “Uniform Commercial Code” will mean the Uniform Commercial Code or such foreign personal property security laws as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Winddown Account” shall have the meaning provided in the Financing Orders.

Section 1.3 Rules of Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting and shall be deemed to be followed by the phrase “without limitation,” and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to

any particular provision of this Agreement. Article, section, subsection, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, restatements, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, restatements, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any reference herein to the repayment in full of an obligation shall mean the payment in full in cash of such obligation, or in such other manner as may be approved in writing by the requisite holders or representatives in respect of such obligation. Any reference herein to a time of day means Eastern time.

ARTICLE 2

LIEN PRIORITY

Section 2.1 Priority of Liens.

(a) Notwithstanding (i) the date, time, method, manner, or order of grant, attachment, or perfection of any Liens granted to the Senior DIP Secured Parties in respect of all or any portion of the Senior DIP Collateral or of any Liens granted to the Junior DIP Secured Parties in respect of all or any portion of the Junior DIP Collateral and regardless of how any such Lien was acquired (whether by Financing Order, grant, statute, operation of law, subrogation or otherwise), (ii) the order or time of filing or recordation of any document or instrument for perfecting the Liens in favor of the Senior DIP Agents for the benefit of the Senior DIP Secured Parties in any Senior DIP Collateral or the Junior DIP Agent for the benefit of the Junior DIP Secured Parties in any Junior DIP Collateral, (iii) any provision of the Uniform Commercial Code, Debtor Relief Laws or any other applicable law, or of the Senior DIP Documents or the Junior DIP Documents, (iv) whether the Senior DIP Agents or the Junior DIP Agent, in each case, either directly or through agents, holds possession of, or has control over, all or any part of the Collateral, (v) the date on which the Senior DIP Obligations or the Junior DIP Obligations are advanced or made available to the Loan Parties, or (vi) any failure of the Senior DIP Agents or the Junior DIP Agent to perfect its Lien in the Senior DIP Collateral or the Junior DIP Collateral, as applicable, the subordination of any Lien on the Senior DIP Collateral securing any Senior DIP Obligations or on any Junior DIP Collateral securing any Junior DIP Obligations, as applicable, to any Lien securing any other obligation of any Borrower or Guarantor, or the avoidance, invalidation or lapse of any Lien on the Senior DIP Collateral securing any Senior DIP Obligations or on any Junior DIP Collateral securing any Junior DIP Obligations, the Senior DIP Agents, on behalf of themselves and the Senior DIP Secured Parties, and the Junior DIP Agent, on behalf of itself and the Junior DIP Secured Parties, hereby agree that the following table sets forth the relative priorities of the various Liens on the Junior DIP Collateral and the Specified Collateral (terms used in the following table shall have the meanings assigned to such terms in the Final Senior DIP Order):

Prepetition ABL Collateral	Prepetition Encumbered Collateral	Prepetition Unencumbered Collateral (Other than Specified Collateral)	Specified Collateral
Carve-Out	Carve-Out	Carve-Out	Carve-Out
Senior Permitted Liens	All valid and perfected security interests in favor of third parties as of the Petition Date and any Senior Permitted Liens	Senior Permitted Liens	Senior Permitted Liens
DIP ABL Liens	DIP ABL Liens	DIP ABL Liens	DIP ABL Liens, <i>pari passu</i> with Junior DIP Liens
Prepetition ABL Facilities Adequate Protection Liens	Junior DIP Liens	Junior DIP Liens	Prepetition ABL Facilities Adequate Protection Liens
2018 FILO Adequate Protection Liens	Prepetition ABL Facilities Adequate Protection Liens	Prepetition ABL Facilities Adequate Protection Liens	2018 FILO Adequate Protection Liens
Prepetition LC Facility Adequate Protection Liens	2018 FILO Adequate Protection Liens	2018 FILO Adequate Protection Liens	Prepetition LC Facility Adequate Protection Liens
Prepetition ABL Liens	Prepetition LC Facility Adequate Protection Liens	Prepetition LC Facility Adequate Protection Liens	Prepetition Second Lien Adequate Protection Liens
Prepetition Second Lien Adequate Protection Liens	Prepetition Second Lien Adequate Protection Liens	Prepetition Second Lien Adequate Protection Liens	
Prepetition Second Lien Facilities Liens (except on Specified Non-Prepetition Second Lien Collateral)			
Junior DIP Liens			

(b) The Senior DIP Agents, for and on behalf of themselves and the Senior DIP Secured Parties, acknowledge and agree that the Junior DIP Agent, for the benefit of itself and the Junior DIP Secured Parties, has been, or may be, granted Liens upon the Junior DIP Collateral and the Senior DIP Agents hereby consent thereto. The subordination of Lien on the Junior DIP Collateral by the Junior DIP Agent in favor of the Senior DIP Agents as set forth herein shall not be deemed to subordinate the Junior DIP Agent's Liens to the Liens of any other Person except as expressly provided in the Financing Orders.

Section 2.2 Waiver of Right to Contest Liens.

(a) The Senior DIP Agents, for and on behalf of themselves and the Senior DIP Secured Parties, acknowledge and agree that (i) the lien priorities set forth in the Interim Senior DIP Order (including, without limitation, in paragraph 14 thereof) were approved by the Bankruptcy Court prior to the Bankruptcy Court's approval of the Junior DIP Facility and the execution and delivery of this Agreement by the Senior DIP Agents and the Junior DIP Agent, and (ii) in the event of any inconsistency between the terms and conditions of the Final Senior DIP Order and the Interim Senior DIP Order, the Final Senior DIP Order shall govern and control.

(b) The Junior DIP Agent, for and on behalf of itself and the Junior DIP Secured Parties, agrees that it and they shall not (and hereby waives or waive any right to) take any action to contest or challenge (or assist or support any other Person in contesting or challenging), directly or indirectly, whether or not in any proceeding (including in the Chapter 11 Cases or any other Insolvency Proceeding), the validity, priority, enforceability, or perfection of the Liens of the Senior DIP Agents and the Senior DIP Secured Parties in respect of the Collateral or the provisions of this Agreement. Without limiting the rights of the Junior DIP Agent under Sections 2.3 and 4.1 of this Agreement, the Junior DIP Agent, for itself and on behalf of the Junior DIP Secured Parties, agrees that none of the Junior DIP Agent or the Junior DIP Secured Parties will take any action that would interfere with any Exercise of Secured Creditor Remedies undertaken by the Senior DIP Agents or any Senior DIP Secured Party under the Senior DIP Documents with respect to the Collateral. The Junior DIP Agent, for itself and on behalf of the Junior DIP Secured Parties, hereby waives any and all rights it or the Junior DIP Secured Parties may have as a junior lien creditor or otherwise to contest, protest, object to, or interfere with the manner in which the Senior DIP Agents or any Senior DIP Secured Party seeks to enforce its Liens in any Collateral. The foregoing shall not be construed to prohibit the Junior DIP Agent from enforcing the provisions of this Agreement or otherwise acting in accordance with this Agreement.

(c) The Senior DIP Agents, for and on behalf of themselves and the Senior DIP Secured Parties, agree that they and the Senior DIP Secured Parties shall not (and hereby waive any right to) take any action to contest or challenge (or assist or support any other Person in contesting or challenging), directly or indirectly, whether or not in any proceeding (including in the Chapter 11 Cases or any other Insolvency Proceeding), the validity, priority, enforceability, or perfection of the Liens of the Junior DIP Agent or the Junior DIP Secured Parties in respect of the Collateral or the provisions of this Agreement. Without limiting the rights of the Senior DIP Agents under Sections 2.3 and 4.1 of this Agreement, the Senior DIP Agents, for and on behalf of themselves and the Senior DIP Secured Parties, agree that none of the Senior DIP Agents or

the Senior DIP Secured Parties will take any action that would interfere with any Exercise of Secured Creditor Remedies undertaken by the Junior DIP Agent or any Junior DIP Secured Party under the Junior DIP Documents with respect to the Specified Collateral or the Junior DIP Collateral consisting of Prepetition Unencumbered Collateral in a manner consistent with Section 2.3. The Senior DIP Agents, for and on behalf of themselves and the Senior DIP Secured Parties, hereby waive any and all rights they or the Senior DIP Secured Parties may have to contest, protest, object to, or interfere with the manner in which the Junior DIP Agent or any Junior DIP Lender seeks to enforce its Liens in any Specified Collateral or the Junior DIP Collateral consisting of Prepetition Unencumbered Collateral in a manner consistent with Section 2.3. The foregoing shall not be construed to prohibit the Senior DIP Agents from enforcing the provisions of this Agreement or otherwise acting in accordance with this Agreement.

Section 2.3 Remedies Standstill.

(a) The Junior DIP Agent, on behalf of itself and the Junior DIP Secured Parties, agrees that, from the date hereof until the date upon which the Discharge of Senior DIP Obligations shall have occurred and, with respect to Prepetition ABL Collateral, the Discharge of Prepetition ABL Obligations also shall have occurred, neither the Junior DIP Agent nor any Junior DIP Secured Party will Exercise Any Secured Creditor Remedies with respect to any of the Collateral other than the Specified Collateral and Junior DIP Collateral consisting of Prepetition Unencumbered Collateral, and will not take, receive or accept any Proceeds of any Collateral other than the Specified Collateral and Junior DIP Collateral consisting of Prepetition Unencumbered Collateral (and in such event, consistent with the application of Proceeds of such Collateral set forth in Section 4.1) until the Discharge of Senior DIP Obligations has occurred and, with respect to Prepetition ABL Collateral, until the Discharge of Prepetition ABL Obligations has also occurred. From and after the date upon which the Discharge of Senior DIP Obligations shall have occurred and, with respect to Prepetition ABL Collateral, the Discharge of Prepetition ABL Obligations also shall have occurred, the Junior DIP Agent or any Junior DIP Secured Party may Exercise Any Secured Creditor Remedies under the Junior DIP Documents or applicable law as to any Junior DIP Collateral or Specified Collateral.

(b) Notwithstanding the provisions of Section 2.3(a) or any other provision of this Agreement but subject to the Financing Orders, nothing contained herein shall be construed to prevent any Agent or any Secured Party from (i) filing a claim or statement of interest with respect to the Senior DIP Obligations or Junior DIP Obligations owed to it in the Chapter 11 Cases or any other Insolvency Proceeding commenced by or against any Loan Party, (ii) taking any action (not adverse to the Lien Priority of the Liens of the Senior DIP Agents or Senior DIP Secured Parties on the Collateral or the rights of the Senior DIP Agents or any of the Senior DIP Secured Parties to Exercise Any Secured Creditor Remedies in respect thereof, subject to the rights of the Junior DIP Agent and the Junior DIP Secured Parties to also Exercise Any Secured Creditor Remedies in respect of Specified Collateral and Junior DIP Collateral consisting of Prepetition Unencumbered Collateral) in order to create, perfect, preserve or protect (but not enforce, unless otherwise provided for in this Agreement) its Lien on any Collateral, (iii) filing any necessary or responsive pleadings in opposition to any motion, adversary proceeding or other pleading filed by any Person objecting to or otherwise seeking disallowance of the claim or Lien of such Agent or Secured Party, (iv) voting on any plan of reorganization or filing any proof

of claim in the Chapter 11 Cases or any other Insolvency Proceeding of any Loan Party, (v) objecting to the proposed retention of the Collateral by the Senior DIP Agents or any other Senior DIP Secured Party in full or partial satisfaction of any Senior DIP Obligations, in each case of (i) through (v) above to the extent not inconsistent with the terms of this Agreement and the Financing Orders, or (vi) with respect to the Junior DIP Agent, any Junior DIP Lender, any Senior DIP Agent or any Senior DIP Secured Party, taking any action to enforce any limitation, right or remedy against any Senior DIP Agent, any Senior DIP Secured Party, the Junior DIP Agent or any Junior DIP Lender arising under this Agreement.

(c) The Junior DIP Agent, for and on behalf of itself and the Junior DIP Secured Parties, agrees to give each of the Senior DIP Agents at least 10 business days prior written notice of its intent to Exercise Any Secured Creditor Remedies against any Specified Collateral or any Junior DIP Collateral consisting of Prepetition Unencumbered Collateral in accordance with the terms of this Agreement and the Financing Orders, and each Senior DIP Agent, for and on behalf of itself and the Senior DIP Secured Parties, agrees that it will reasonably cooperate with the Junior DIP Agent and the Junior DIP Secured Parties in connection with such Exercise of Secured Creditor Remedies. The Senior DIP Agents, for and on behalf of themselves and the Senior DIP Secured Parties, agree to give the Junior DIP Agent at least 10 business days prior written notice of their intent to Exercise Any Secured Creditor Remedies against any Specified Collateral or any Senior DIP Collateral consisting of Prepetition Unencumbered Collateral in accordance with the terms of this Agreement and the Financing Orders, and the Junior DIP Agent, for and on behalf of itself and the Junior DIP Secured Parties, agrees that it will reasonably cooperate with the Senior DIP Agents and the Senior DIP Secured Parties in connection with such Exercise of Secured Creditor Remedies.

(d) Each of the Junior DIP Agent, each Junior DIP Secured Party, each Senior DIP Agent and each Senior DIP Secured Party agrees that it will not institute any suit or other proceeding or assert in any suit, the Chapter 11 Cases or any other Insolvency Proceeding or other proceeding any claim, in the case of the Junior DIP Agent and each Junior DIP Secured Party, against either the Senior DIP Agents or any other Senior DIP Secured Party, and in the case of the Senior DIP Agents and each other Senior DIP Secured Party, against either the Junior DIP Agent or any other Junior DIP Secured Party, seeking damages from or other relief by way of specific performance, instructions or otherwise, with respect to, any action taken or omitted to be taken by such Person with respect to the Senior DIP Collateral or Junior DIP Collateral, as applicable, which is consistent with the terms of this Agreement and the Financing Orders, and none of such Parties shall be liable for any such action taken or omitted to be taken. The foregoing shall not be construed to prohibit the Senior DIP Agents or the Junior DIP Agent from enforcing the provisions of this Agreement or otherwise acting in accordance with this Agreement.

Section 2.4 Release of Liens.

(a) In the event of (A) any private or public sale of all or any portion of the Collateral in connection with any Exercise of Secured Creditor Remedies by the Senior DIP Agents or by the Senior DIP Loan Parties with the consent of the Senior DIP Agents made in accordance with Section 2.3, or (B) any sale, transfer or other disposition of all or any portion of the Collateral, so long as such sale, transfer or other disposition is then permitted by the Senior

DIP Documents or consented to by the requisite Senior DIP Lenders and, with respect to the Specified Collateral, such sale, transfer or other disposition is also then permitted by the Junior DIP Documents or consented to by the requisite Junior DIP Lenders, the Junior DIP Agent agrees, on behalf of itself and the Junior DIP Secured Parties, that such sale, transfer or other disposition will be free and clear of the Liens, if any, on such Collateral securing the Junior DIP Obligations, and the Junior DIP Agent's and the Junior DIP Secured Parties' Liens, if any, with respect to the Collateral so sold, transferred, or disposed shall terminate and be automatically released without further action concurrently with, and to the same extent as, the release of the Senior DIP Secured Parties' Liens on such Collateral, in each case so long as the Junior DIP Agent's and the Junior DIP Secured Parties' Liens attach to the Proceeds of such sale, transfer or other disposition for application in accordance with the provisions of Section 4.1(b), if applicable. In furtherance of, and subject to, the foregoing, the Junior DIP Agent agrees that it will promptly execute any and all Lien releases or other documents reasonably requested in writing and provided by the Senior DIP Agents in connection therewith. The Junior DIP Agent hereby appoints the Senior DIP Agents and any officer or duly authorized person of the Senior DIP Agents, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power of attorney in the place and stead of the Junior DIP Agent and in the name of the Junior DIP Agent or in the Senior DIP Agents' own name, from time to time, in the Senior DIP Agents' sole discretion, for the purposes of carrying out the terms of this paragraph, to take any and all appropriate action and to execute and deliver or file any and all documents and instruments as may be necessary or desirable to accomplish the purposes of this paragraph, including any financing statements, endorsements, assignments, releases or other documents or instruments of transfer (which appointment, being coupled with an interest, is irrevocable).

(b) In the event of (A) any private or public sale of all or any portion of the Specified Collateral or the Junior DIP Collateral consisting of Prepetition Unencumbered Collateral in connection with any Exercise of Secured Creditor Remedies by the Junior DIP Agent or by the Junior DIP Loan Parties with the consent of the Junior DIP Agent made in accordance with Section 2.3, or (B) any sale, transfer or other disposition of all or any portion of the Specified Collateral or the Junior DIP Collateral consisting of Prepetition Unencumbered Collateral, so long as such sale, transfer or other disposition is then permitted by the Junior DIP Documents or consented to by the requisite Junior DIP Lenders and is then permitted by the Senior DIP Documents or consented to by the requisite Senior DIP Lenders, the Senior DIP Agents agree, on behalf of themselves and the Senior DIP Secured Parties, that such sale, transfer or other disposition will be free and clear of the Liens, if any, on such Collateral securing the Senior DIP Obligations, and the Senior DIP Agents' and the Senior DIP Secured Parties' Liens, if any, with respect to the Collateral so sold, transferred, or disposed shall terminate and be automatically released without further action concurrently with, and to the same extent as, the release of the Junior DIP Secured Parties' Liens on such Collateral, in each case so long as the Senior DIP Agents' and the Senior DIP Secured Parties' Liens attach to the Proceeds of such sale, transfer or other disposition for application in accordance with the provisions of Section 4.1(b), if applicable. In furtherance of, and subject to, the foregoing, the Senior DIP Agents agree that they will promptly execute any and all Lien releases or other documents reasonably requested in writing and provided by the Junior DIP Agents in connection therewith. The Senior DIP Agents hereby appoint the Junior DIP Agent and any officer or duly authorized person of the Junior DIP Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power of attorney in the place and stead of the Senior DIP Agents and in the name of the Senior

DIP Agents or in the Junior DIP Agent's own name, from time to time, in the Junior DIP Agent's sole discretion, for the purposes of carrying out the terms of this paragraph, to take any and all appropriate action and to execute and deliver or file any and all documents and instruments as may be necessary or desirable to accomplish the purposes of this paragraph, including any financing statements, endorsements, assignments, releases or other documents or instruments of transfer (which appointment, being coupled with an interest, is irrevocable).

Section 2.5 No New Liens.

(a) Until the Discharge of Senior DIP Obligations shall have occurred, the parties hereto agree that no Junior DIP Secured Party shall acquire or hold any Lien on any assets of any Loan Party securing any Junior DIP Obligation which assets are not also subject to the Lien of the Senior DIP Agents under the Senior DIP Documents. If any Junior DIP Secured Party shall nonetheless acquire or hold any Lien on or mortgage over any assets of any Loan Party securing any Junior DIP Obligation which assets are not also subject to the Lien (and mortgage, if applicable) of the Senior DIP Agents under the Senior DIP Documents, then the Junior DIP Agent (or the relevant Junior DIP Secured Party) shall, without the need for any further consent of any other Junior DIP Secured Party or any Junior DIP Loan Party and notwithstanding anything to the contrary in any other Junior DIP Document, be deemed to also hold and have held such Lien or mortgage as agent or bailee for the benefit of the Senior DIP Agents as security for the Senior DIP Obligations (subject to the terms of this Agreement and the Financing Orders) and shall promptly notify the Senior DIP Agents in writing of the existence of such Lien or mortgage.

(b) Until the Discharge of Senior DIP Obligations shall have occurred, the parties hereto agree that no Senior DIP Secured Party shall acquire or hold any Lien on any assets of any Loan Party securing any Senior DIP Obligation which assets are not also subject to the Lien of the Junior DIP Agent under the Junior DIP Documents, other than cash and cash equivalents pledged to secured Senior DIP Obligations consisting of reimbursement obligations in respect of letters of credit, Bank Products or Cash Management Services. If any Senior DIP Secured Party shall nonetheless acquire or hold any Lien on or mortgage over any assets of any Loan Party securing any Senior DIP Obligation which assets are not also subject to the Lien (and mortgage, if applicable) of the Junior DIP Agent under the Junior DIP Documents, other than as set forth in the previous sentence, then the Senior DIP Agents (or the relevant Senior DIP Secured Party) shall, without the need for any further consent of any other Senior DIP Secured Party or any Senior DIP Loan Party and notwithstanding anything to the contrary in any other Senior DIP Document, be deemed to also hold and have held such Lien or mortgage as agent or bailee for the benefit of the Junior DIP Agents as security for the Junior DIP Obligations (subject to the terms of this Agreement and the Financing Orders) and shall promptly notify the Junior DIP Agent in writing of the existence of such Lien or mortgage.

(c) In connection with the foregoing, the Parties agree, upon request by any other Party, subject to the Financing Orders and the other provisions of this Agreement, to (i) cooperate in good faith from time to time in order to determine the specific items included in the Collateral and the steps taken to perfect their respective Liens thereon and the identity of the Loan Parties and (ii) execute and deliver such instruments to enable any Party to further perfect,

preserve and enforce the Liens held by or on behalf of the Senior DIP Agents, the Senior DIP Secured Parties, the Junior DIP Agent or the Junior DIP Secured Parties in the Collateral.

Section 2.6 Waiver of Marshaling. Until the Discharge of Senior DIP Obligations, the Junior DIP Agent, on behalf of itself and the Junior DIP Secured Parties, agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshaling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have under applicable law; provided that nothing herein, including in this Section 2.6 shall supersede or override any requirement as to the application of Proceeds of such Collateral set forth in Section 4.1(b) or prohibit the Senior DIP Agents or the Junior DIP Agent from enforcing the provisions of this Agreement or otherwise acting in accordance with this Agreement.

ARTICLE 3

ACTIONS OF THE PARTIES

Section 3.1 Certain Actions Permitted. Subject to the Financing Orders, the Junior DIP Agent and the Senior DIP Agents may make such demands or file such claims in respect of the Junior DIP Obligations or the Senior DIP Obligations, as applicable, as are necessary to prevent the waiver or bar of such claims under applicable statutes of limitations or other statutes, court orders, or rules of procedure at any time.

Section 3.2 Agent for Perfection.

(a) If the Senior DIP Agents, for and on behalf of themselves and each Senior DIP Secured Party, hold any Junior DIP Collateral constituting Control Collateral in their possession, custody or control, and if such Control Collateral or any account in which such Collateral is held is in fact in the possession, custody or control of the Senior DIP Agents or of agents or bailees of such Person, or if such Person shall at any time obtain any landlord waiver or bailee's letter or any similar agreement or arrangement granting it rights or access to any Collateral, the Senior DIP Agents shall also hold such Control Collateral or such account, or take such actions with respect to such landlord waiver, bailee's letter or similar agreement or arrangement, as sub-agent or gratuitous bailee for the Junior DIP Agent, in each case solely for the purpose of perfecting the Liens granted to the Junior DIP Agent in such Junior DIP Collateral, subject to the terms and conditions of this Section 3.2.

(b) If the Junior DIP Agent, for and on behalf of itself and each Junior DIP Secured Party, holds any Collateral constituting Control Collateral in its possession, custody, or control, and if such Control Collateral or any account in which such Collateral is held is in fact in the possession, custody or control of the Junior DIP Agent or of agents or bailees of such Person, or if such Person shall at any time obtain any landlord waiver or bailee's letter or any similar arrangement granting it rights or access to any Collateral, the Junior DIP Agent shall also hold such Control Collateral or such account, or take such actions with respect to such landlord waiver, bailee's letter or similar agreement or arrangement, as sub-agent or gratuitous bailee for

the Senior DIP Agents, in each case solely for the purpose of perfecting the Liens granted to the Senior DIP Agents in such Collateral, subject to the terms and conditions of this Section 3.2.

(c) None of the Senior DIP Agents, the Senior DIP Secured Parties, the Junior DIP Agent, or the Junior DIP Secured Parties, as applicable, shall have any obligation whatsoever to the others to assure that the Collateral is genuine or owned by any Borrower, any Guarantor, or any other Person or to preserve rights or benefits of any Person. The duties or responsibilities of the Senior DIP Agents and the Junior DIP Agent under this Section 3.2 are and shall be limited solely to holding or maintaining control of the Collateral or Junior DIP Collateral, as applicable, as agent for the other Party for purposes of perfecting the Lien held by the Junior DIP Agent or the Senior DIP Agents, as applicable. The Senior DIP Agents are not and shall not be deemed to be a fiduciary of any kind for the Junior DIP Secured Parties or any other Person. The Junior DIP Agent is not and shall not be deemed to be a fiduciary of any kind for the Senior DIP Secured Parties, or any other Person.

Section 3.3 Insurance. Proceeds of Collateral include insurance proceeds and, therefore, the Lien Priority shall govern the ultimate disposition of casualty insurance proceeds. The Senior DIP Agents and the Junior DIP Agent shall each be named as additional insured or loss payee, as applicable, with respect to all insurance policies maintained by the Borrowers or Guarantors relating to the Senior DIP Collateral and Junior DIP Collateral, respectively, and, in each case, the Specified Collateral. Until the Discharge of Senior DIP Obligations, the Senior DIP Agents shall have the sole and exclusive right, as against the Junior DIP Agent, to adjust settlement of insurance claims in the event of any covered loss, theft or destruction of any Collateral other than Specified Collateral and Junior DIP Collateral consisting of Prepetition Unencumbered Collateral and to take other such actions with respect to insurance covering such Collateral as set forth in the Senior DIP Documents. All proceeds of such insurance shall be remitted to the Senior DIP Agents, and the Junior DIP Agent shall cooperate (if necessary) in a reasonable manner in effecting the payment of insurance proceeds in accordance with Section 4.1 hereof.

Section 3.4 No Additional Rights For the Loan Parties Hereunder. Subject to the Financing Orders, if any Senior DIP Secured Party or Junior DIP Secured Party shall enforce its rights or remedies in violation of the terms of this Agreement, the Loan Parties shall not be entitled to use such violation as a defense to any action by any Senior DIP Secured Party or Junior DIP Secured Party, nor to assert such violation as a counterclaim or basis for set off or recoupment against any Senior DIP Secured Party or Junior DIP Secured Party.

Section 3.5 Payments Over. So long as the Discharge of Senior DIP Obligations has not occurred, any Collateral (other than Specified Collateral and Junior DIP Collateral consisting of Prepetition Unencumbered Collateral) or Proceeds thereof received by the Junior DIP Agent or any Junior DIP Secured Parties in connection with the exercise of any right or remedy (including set off) relating to such Collateral (or otherwise received by the Junior DIP Agent in respect of all or any part of such Collateral in connection with the Chapter 11 Cases or any other bankruptcy, insolvency, reorganization or similar proceeding of any Loan Party) in contravention of this Agreement shall be segregated and held in trust and forthwith paid over to the Senior DIP Agents for the benefit of the Senior DIP Secured Parties in the same form as received, with any necessary endorsements, in each case, in accordance with this Agreement and the Financing

Orders, or as a court of competent jurisdiction may otherwise direct. The Senior DIP Agents are hereby authorized to make any such endorsements as agent for the Junior DIP Agent or any such Junior DIP Secured Parties. This authorization is coupled with an interest and is irrevocable until such time as this Agreement is terminated in accordance with its terms.

Section 3.6 Access Rights.

(a) If, in connection with any Exercise of Secured Creditor Remedies by the Junior DIP Agent or any Junior DIP Secured Party with respect to any Specified Collateral or Junior DIP Collateral that constitutes Prepetition Unencumbered Collateral, the Junior DIP Agent or any Junior DIP Secured Party obtains possession or control over any such Collateral, then the Junior DIP Agent and the Junior DIP Secured Parties (i) shall cooperate with the Senior DIP Agents in their efforts to Exercise Any Secured Creditor Remedies in the Collateral, including in connection with the manufacture, production, completion, handling, removal and sale of any Collateral constituting Prepetition ABL Collateral by the Senior DIP Agents, (ii) shall not take or direct the Junior DIP Agent to take any action designed or intended to hinder or restrict in any respect the Senior DIP Agents from any Exercise of Secured Creditor Remedies in the Collateral, and (iii) shall permit and direct the Junior DIP Agent to permit the Senior DIP Agents, and their respective employees, agents, advisers and representatives, at the sole cost and expense of the Loan Parties and upon reasonable advance notice, on a rent-free, royalty-free basis, to enter upon and use any Collateral in the possession or control of the Junior DIP Agent or any Junior DIP Secured Party (including (x) real estate, fixtures and equipment and (y) intellectual property and other general intangibles), for a period not to exceed 180 days after the taking of such Exercise of Secured Creditor Remedies by the Senior DIP Agents, for purposes of taking reasonable actions to protect, secure, store, take possession of, move, complete, prepare for sale, sell and otherwise enforce the rights of the Senior DIP Agents and the Senior DIP Secured Parties in and to the Collateral; provided, however, that nothing contained in this Agreement shall restrict the rights of the Junior DIP Agent or the Junior DIP Secured Parties from selling, assigning or otherwise transferring any Specified Collateral or Junior DIP Collateral that constitutes Prepetition Unencumbered Collateral prior to the commencement or expiration of such 180-day period if the purchaser, assignee or transferee thereof agrees to be bound by the provisions of this Section. If any stay or other order prohibiting the exercise of remedies with respect to any of the Collateral has been entered by a court of competent jurisdiction, such 180-day period shall be tolled during the pendency of any such stay or other order. If the Senior DIP Agents conduct a public auction or private sale of any Collateral at any of the real property included within such Specified Collateral or Junior DIP Collateral that constitutes Prepetition Unencumbered Collateral, the Senior DIP Agents shall use reasonable efforts to hold such auction or sale in a manner which would not unduly disrupt the Junior DIP Agent's use of such real property for the benefit of the Junior DIP Secured Parties.

(b) During the period of actual occupation, use or control by the Senior DIP Agents, the Senior DIP Secured Parties or their agents or representatives of any such Specified Collateral or Junior DIP Collateral, the DIP ABL Facility Secured Parties shall be obligated to repair at their expense any physical damage to such Collateral resulting from such occupancy, use or control, and to leave such Collateral or such other assets or property in substantially the same condition as it was at the commencement of such occupancy, use or control, ordinary wear and tear excepted. Notwithstanding the foregoing, in no event shall the Senior DIP Agents or the

Senior DIP Secured Parties have any liability to the Junior DIP Agent or the Junior DIP Secured Parties pursuant to this Section 3.6 as a result of any condition (including any environmental condition, claim or liability) on or with respect to the Specified Collateral or the Junior DIP Collateral consisting of Prepetition Unencumbered Collateral existing prior to the date of the exercise by the Senior DIP Agents and the Senior DIP Secured Parties of their rights under this Section 3.6, and the Senior DIP Agents and the Senior DIP Secured Parties shall have no duty or liability to maintain such Collateral in a condition or manner better than that in which it was maintained prior to the use thereof by the Senior DIP Agents or the Senior DIP Secured Parties, or for any diminution in the value of such Collateral that results solely from (i) the absence of the Collateral subject to the Exercise of Secured Creditor Rights by the Senior DIP Agents or (ii) ordinary wear and tear resulting from the use of the Specified Collateral or Junior DIP Collateral consisting of Prepetition Unencumbered Collateral by the Senior DIP Agents and the Senior DIP Secured Parties in the manner and for the time periods specified under this Section 3.6. Without limiting the rights granted in this paragraph, the Senior DIP Agents and the Senior DIP Secured Parties shall cooperate with the Junior DIP Agent and the Junior DIP Secured Parties (at the sole cost and expense of the Loan Parties) in connection with any efforts made by it to cause such Collateral to be sold.

(c) In addition, the Junior DIP Agent and the Junior DIP Secured Parties hereby grant to the Senior DIP Agents and the Senior DIP Secured Parties a non-exclusive irrevocable worldwide license or right to use, to the maximum extent permitted by applicable law and to the extent of their interest therein, exercisable without payment of royalty or other compensation, any of the Specified Collateral or Junior DIP Collateral that constitutes Prepetition Unencumbered Collateral consisting of intellectual property in connection with the processing, storing, sale, handling or otherwise dealing with the liquidation, collection, disposition or other realization upon any Collateral pursuant to any Exercise of Secured Creditor Remedies by the Senior DIP Agents and the Senior DIP Secured Parties.

ARTICLE 4

APPLICATION OF PROCEEDS

Section 4.1 Application of Proceeds.

(a) Revolving Nature of Senior DIP Obligations. The Junior DIP Agent, for and on behalf of itself and the Junior DIP Secured Parties, expressly acknowledges and agrees that: (i) the Senior DIP Credit Agreement includes a revolving commitment, that in the ordinary course of business the Senior DIP Agents and the Senior DIP Lenders will apply payments and make advances thereunder, and that no application of any Collateral or the release of any Lien by the Senior DIP Agents upon any portion of the Collateral in connection with a permitted disposition by the Senior DIP Loan Parties under any Senior DIP Credit Agreement shall constitute the Exercise of Secured Creditor Remedies under this Agreement; (ii) subject to Section 5.2, the amount of the Senior DIP Obligations that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed, and that the terms of the Senior DIP Obligations may be modified, extended or amended from time to time, and that the aggregate amount of the Senior DIP Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the Junior DIP Secured Parties and without affecting

the provisions hereof; and (iii) subject to Section 4.1(b) regarding the application of Proceeds of Collateral, all Collateral received by the Senior DIP Agents may be applied, reversed, reapplied or credited, in whole or in part, to the Senior DIP Obligations at any time. The Lien Priority shall not be altered or otherwise affected by any such amendment, modification, supplement, extension, repayment, reborrowing, increase, replacement, renewal, restatement or refinancing of either the Senior DIP Obligations or the Junior DIP Obligations, or any portion thereof.

(b) Application of Proceeds of Collateral. The Senior DIP Agents and the Junior DIP Agent hereby agree that all Collateral and all other Proceeds thereof, received by either of them in connection with any Exercise of Secured Creditor Remedies with respect to the Collateral or any sale, transfer or other disposition of any Collateral pursuant to Section 363 or Section 1129 of the Bankruptcy Code (or any similar provision under the law applicable to the Chapter 11 Cases or any other Insolvency Proceeding or under a court order in respect of measures granted with similar effect under any foreign Debtor Relief Laws) shall be applied, in all cases subject to the Carve-Out, as follows:

(i) with respect to Collateral consisting of Prepetition ABL Collateral,

first, to the payment of costs and expenses of the Senior DIP Agents in connection with such Exercise of Secured Creditor Remedies to the extent provided in the Senior DIP Documents,

second, to the payment of the Senior DIP Obligations in accordance with the Senior DIP Documents until the Discharge of Senior DIP Obligations shall have occurred,

third, to the payment of the Prepetition ABL Obligations in accordance with the Prepetition ABL Documents until the Discharge of Prepetition ABL Obligations shall have occurred,

fourth, to the payment of any other obligations secured by Liens junior to the Liens securing the Senior DIP Obligations and the Prepetition ABL Obligations on such Collateral but senior to the Liens securing the Junior DIP Obligations pursuant to the Financing Orders,

fifth, to the payment of the Junior DIP Obligations in accordance with the Junior DIP Documents until the Discharge of Junior DIP Obligations shall have occurred, and

sixth, the balance, if any, as set forth in the Financing Orders;

(ii) with respect to Prepetition Encumbered Collateral,

first, to the payment of any obligations secured by Liens senior to the Liens securing the Senior DIP Obligations on such Collateral pursuant to the Financing Orders,

second, to the payment of costs and expenses of the Senior DIP Agents to the extent provided in the Senior DIP Documents,

third, to the payment of the Senior DIP Obligations in accordance with the Senior DIP Documents until the Discharge of Senior DIP Obligations shall have occurred,

fourth, to the payment of the Junior DIP Obligations in accordance with the Junior DIP Documents until the Discharge of Junior DIP Obligations shall have occurred, and

fifth, the balance, if any, as set forth in the Financing Orders;

(iii) with respect to Collateral consisting of Prepetition Unencumbered Collateral,

first, to the Winddown Account until \$200,000,000, but no more than \$200,000,000, in the aggregate has been funded into the Winddown Account from Proceeds of Collateral consisting of Prepetition Unencumbered Collateral and Specified Collateral,

second, to a cash collateral account maintained with Bank of America, N.A. (the “Senior DIP Cash Collateral Account”) to secure first the payment of the Senior DIP Obligations in accordance with the Senior DIP Documents until the Discharge of Senior DIP Obligations shall have occurred, and second to secure the payment of the Junior DIP Obligations in accordance with the Junior DIP Documents until the Discharge of Junior DIP Obligations shall have occurred; provided that no amounts deposited into the Senior DIP Cash Collateral Account shall be applied to the Senior DIP Obligations until (x) all but a *de minimis* amount of Prepetition ABL Collateral of the type that is eligible to be included in the term “Borrowing Base” in the Senior DIP Credit Agreement as in effect on the date hereof has been sold, transferred or otherwise been disposed of and the Proceeds thereof applied in accordance with clause (i) above or (y) all but a *de minimis* amount of Prepetition ABL Collateral of the type that is eligible to be included in the term “Borrowing Base” in the Senior DIP Credit Agreement as in effect on the date hereof is otherwise no longer available to be used to apply to and satisfy the Senior DIP Obligations, and

third, the balance, if any, as set forth in the Financing Orders; and

(iv) with respect to the Specified Collateral,

first, to the Winddown Account until \$200,000,000, but no more than \$200,000,000, in the aggregate has been funded into the Winddown Account from Proceeds of Collateral consisting of Prepetition Unencumbered Collateral and Specified Collateral,

second, to the Senior DIP Cash Collateral Account and to the payment of the Junior DIP Obligations in accordance with the Junior DIP Documents, shared on a

46.15%/53.85% basis between the Senior DIP Cash Collateral Account and the Junior DIP Obligations, respectively, until either the Discharge of Senior DIP Obligations or the Discharge of Junior DIP Obligations shall have occurred, after which all such Proceeds shall be applied to the payment of the Junior DIP Obligations in accordance with the Junior DIP Documents until the Discharge of Junior DIP Obligations shall have occurred or the payment of the Senior DIP Obligations in accordance with the Senior DIP Documents until the Discharge of Senior DIP Obligations shall have occurred, respectively, and

third, the balance, if any, as set forth in the Financing Orders.

In the event any Exercise of Secured Creditor Remedies or any sale, transfer or other disposition of any Collateral pursuant to Section 363 or Section 1129 of the Bankruptcy Code (or any similar provision under the law applicable to the Chapter 11 Cases or any other Insolvency Proceeding or under a court order in respect of measures granted with similar effect under any foreign Debtor Relief Laws) includes (i) the equity interests of a Loan Party that has an interest in Prepetition ABL Collateral or (ii) a combination of Prepetition ABL Collateral and other Collateral, then solely for the purposes of this Agreement, unless otherwise agreed to by the Senior DIP Agents and the Junior DIP Agent, the Proceeds thereof shall be allocated to the Prepetition ABL Collateral in an amount not less than the sum of (A) the most recently obtained net orderly liquidation value of any Prepetition ABL Collateral consisting of inventory that is the subject of such Exercise of Secured Creditor Remedies (or, in the case of a sale or other disposition of the equity interests of a Loan Party, any Prepetition ABL Collateral consisting of inventory in which such Loan Party has an interest), determined as of the date of the sale or other disposition thereof, (B) the book value determined in accordance with GAAP (after deduction of an appropriate reserve for doubtful accounts, as determined immediately prior to any sale or other disposition thereof) of any Prepetition ABL Collateral consisting of accounts that are the subject of such Exercise of Secured Creditor Remedies (or, in the case of a sale or other disposition of the equity interests of a Loan Party, any Prepetition ABL Collateral consisting of accounts in which such Loan Party has an interest), determined as of the date of the sale or other disposition thereof, and (C) the fair market value of all other Prepetition ABL Collateral that is the subject of such Exercise of Secured Creditor Remedies (or, in the case of a sale or other disposition of the equity interests of a Loan Party, any other Prepetition ABL Collateral in which such Loan Party has an interest), determined as of the date of the sale or other disposition thereof.

(c) Limited Obligation or Liability. In exercising remedies, whether as a secured creditor or otherwise, the Senior DIP Agents shall have no obligation or liability to the Junior DIP Agent or to any Junior DIP Secured Party, and the Junior DIP Agent shall have no obligation or liability to the Senior DIP Agents or to any Senior DIP Secured Party, regarding the adequacy of any Proceeds or for any action or omission, except solely for an action or omission that breaches the express obligations undertaken by each Party under the terms of this Agreement. Notwithstanding anything to the contrary herein contained, none of the Parties hereto waives any claim that it may have against a Secured Party on the grounds that any sale, transfer or other disposition by the Secured Party was not commercially reasonable in every respect as required by the Uniform Commercial Code.

(d) Turnover of Collateral. Upon the Discharge of Senior DIP Obligations, the Senior DIP Agents shall deliver to the Junior DIP Agent or shall execute such documents as the Junior DIP Agent may reasonably request (at the expense of the Junior DIP Loan Parties) to enable the Junior DIP Agent to have control over the Senior DIP Cash Collateral Account and any Control Collateral constituting Junior DIP Collateral still in the Senior DIP Agents' possession, custody, or control in the same form as received with any necessary endorsements (and assign its rights under any landlord waiver or bailee's letter or any similar agreement or arrangement granting it rights or access to any Collateral), or as a court of competent jurisdiction may otherwise direct or as otherwise set forth in the Financing Orders if any other Person holds a Lien on such Control Collateral that is senior in priority to the Lien of the Junior DIP Agent, subject to the reinstatement provisions of Section 5.3 below. Upon the Discharge of Junior DIP Obligations, the Junior DIP Agent shall deliver to the Senior DIP Agents or shall execute such documents as the Senior DIP Agents may reasonably request (at the expense of the Senior DIP Loan Parties) to enable the Senior DIP Agents to have control over any Control Collateral constituting Senior DIP Collateral or Specified Collateral still in the Junior DIP Agent's possession, custody, or control in the same form as received with any necessary endorsements (and assign its rights under any landlord waiver or bailee's letter or any similar agreement or arrangement granting it rights or access to any Collateral), or as a court of competent jurisdiction may otherwise direct, subject to the reinstatement provisions of Section 5.3 below.

Section 4.2 Specific Performance. Each of the Senior DIP Agents and the Junior DIP Agent is hereby authorized to demand specific performance of this Agreement, whether or not any Borrower or any Guarantor shall have complied with any of the provisions of any of the Credit Documents, at any time when the other Party shall have failed to comply with any of the provisions of this Agreement applicable to it. Each of the Senior DIP Agents, for and on behalf of itself and the Senior DIP Secured Parties, and the Junior DIP Agent, for and on behalf of itself and the Junior DIP Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law that might be asserted as a bar to such remedy of specific performance.

ARTICLE 5

INTERCREDITOR ACKNOWLEDGEMENTS AND WAIVERS

Section 5.1 Notice of Acceptance and Other Waivers.

(a) All Senior DIP Obligations and Junior DIP Obligations at any time made or incurred by any Borrower or any Guarantor shall be deemed to have been made or incurred in reliance upon this Agreement, and (i) the Junior DIP Agent, on behalf of itself and the Junior DIP Secured Parties, hereby waives notice of acceptance, or proof of reliance by the Senior DIP Agents or any Senior DIP Secured Party of this Agreement and notice of the existence, increase, renewal, extension, accrual, creation, or non-payment of all or any part of the Senior DIP Obligations, and (ii) the Senior DIP Agents, on behalf of themselves and the Senior DIP Secured Parties, hereby waive notice of acceptance, or proof of reliance by the Junior DIP Agent or any Junior DIP Secured Party of this Agreement and notice of the existence, increase, renewal, extension, accrual, creation, or non-payment of all or any part of the Junior DIP Obligations.

(b) None of the Senior DIP Agents, any Senior DIP Secured Party, or any of their respective Affiliates, directors, officers, employees, or agents shall be liable for failure to demand, collect, or realize upon any of the Collateral or any Proceeds, or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any Collateral or Proceeds thereof or to take any other action whatsoever with regard to the Collateral or any part or Proceeds thereof, except as otherwise expressly set forth in this Agreement. If the Senior DIP Agents or any Senior DIP Secured Party honors (or fails to honor) a request by any Borrower for an extension of credit pursuant to any Senior DIP Credit Agreement or any of the other Senior DIP Documents, whether the Senior DIP Agents or any Senior DIP Secured Party have knowledge that the honoring of (or failure to honor) any such request would constitute a default under the terms of any Junior DIP Document or an act, condition, or event that, with the giving of notice or the passage of time, or both, would constitute such a default, or if the Senior DIP Agents or any Senior DIP Secured Party otherwise should exercise any of its contractual rights or remedies under any Senior DIP Documents (subject to the express terms and conditions hereof), neither the Senior DIP Agents nor any Senior DIP Secured Party shall have any liability whatsoever to the Junior DIP Agent or any Junior DIP Secured Party as a result of such action, omission, or exercise (so long as any such exercise does not breach the express terms and provisions of this Agreement). The Senior DIP Agents and the Senior DIP Secured Parties shall be entitled to manage and supervise their loans and extensions of credit under any Senior DIP Credit Agreement and any of the other Senior DIP Documents as they may, in their sole discretion, deem appropriate, and may manage their loans and extensions of credit without regard to any rights or interests that the Junior DIP Agent or any of the Junior DIP Secured Parties have in the Collateral, except as otherwise expressly set forth in this Agreement. The Junior DIP Agent, on behalf of itself and the Junior DIP Secured Parties, agrees that neither the Senior DIP Agents nor any Senior DIP Secured Party shall incur any liability as a result of a sale, lease, license, application, or other disposition of all or any portion of the Collateral or Proceeds thereof, pursuant to the Senior DIP Documents, so long as such disposition is conducted in accordance with mandatory provisions of applicable law and does not breach the provisions of this Agreement or the Financing Orders.

(c) None of the Junior DIP Agent, any Junior DIP Secured Party, or any of their respective Affiliates, directors, officers, employees, or agents shall be liable for failure to demand, collect, or realize upon any of the Specified Collateral or any Junior DIP Collateral consisting of Prepetition Unencumbered Collateral or any Proceeds thereof, or for any delay in doing so, or shall be under any obligation to sell or otherwise dispose of any such Collateral or Proceeds thereof or to take any other action whatsoever with regard to such Collateral or any part or Proceeds thereof, except as otherwise expressly set forth in this Agreement. If the Junior DIP Agent or any Junior DIP Secured Party honors (or fails to honor) a request by any Borrower for an extension of credit pursuant to any Junior DIP Credit Agreement or any of the other Junior DIP Documents, whether the Junior DIP Agent or any Junior DIP Secured Party have knowledge that the honoring of (or failure to honor) any such request would constitute a default under the terms of any Senior DIP Document or an act, condition, or event that, with the giving of notice or the passage of time, or both, would constitute such a default, or if the Junior DIP Agent or any Junior DIP Secured Party otherwise should exercise any of its contractual rights or remedies under any Junior DIP Documents (subject to the express terms and conditions hereof), neither the Junior DIP Agent nor any Junior DIP Secured Party shall have any liability whatsoever to the Senior DIP Agents or any Senior DIP Secured Party as a result of such action, omission, or

exercise (so long as any such exercise does not breach the express terms and provisions of this Agreement). The Junior DIP Agent and the Junior DIP Secured Parties shall be entitled to manage and supervise their loans and extensions of credit under any Junior DIP Credit Agreement and any of the other Junior DIP Documents as they may, in their sole discretion, deem appropriate, and may manage their loans and extensions of credit without regard to any rights or interests that the Senior DIP Agents or any of the Senior DIP Secured Parties have in the Collateral, except as otherwise expressly set forth in this Agreement. The Senior DIP Agents, on behalf of themselves and the Senior DIP Secured Parties, agree that neither the Junior DIP Agent nor any Junior DIP Secured Party shall incur any liability as a result of a sale, lease, license, application, or other disposition of all or any portion of the Collateral or Proceeds thereof, pursuant to the Junior DIP Documents, so long as such disposition is conducted in accordance with mandatory provisions of applicable law and does not breach the provisions of this Agreement or the Financing Orders.

Section 5.2 Modifications to Senior DIP Documents and Junior DIP Documents.

(a) The Junior DIP Agent, on behalf of itself and the Junior DIP Secured Parties, hereby agrees that, without affecting the obligations of the Junior DIP Agent and the Junior DIP Secured Parties hereunder, the Senior DIP Agents and the Senior DIP Secured Parties may, at any time and from time to time, in their sole discretion without the consent of or notice to the Junior DIP Agent or any Junior DIP Secured Party, and without incurring any liability to the Junior DIP Agent or any Junior DIP Secured Party or impairing or releasing the Lien Priority provided for herein, amend, restate, supplement, replace, refinance, extend, consolidate, restructure, or otherwise modify any of the Senior DIP Documents in any manner whatsoever except that the following shall require the prior written consent of the Junior DIP Agent:

(i) any amendment to the term “Borrowing Base” in the Senior DIP Credit Agreement or any component definition thereof, in each case as in effect on the date hereof, having the effect of increasing the amount available to be borrowed or outstanding under the Senior DIP Documents;

(ii) any amendment to the term “Excess Availability” in the Senior DIP Credit Agreement or any component definition thereof, in each case as in effect on the date hereof;

(iii) any increase in the sum of the outstanding aggregate principal amount of the loans and stated amount of letters of credit made, issued or incurred under the Senior DIP Documents in excess of the Maximum Senior DIP Facility Amount;

(iv) the making of any advance under the Senior DIP Documents against Prepetition Unencumbered Collateral;

(v) any amendment or modification of the reserves used in computing the Borrowing Base as in effect on the date hereof in a manner that would increase the amount available to be borrowed or outstanding under the Senior DIP Documents;

(vi) the making of any “Overadvance” as defined in the Senior DIP Credit Agreement as in effect on the date hereof, other than Inadvertent Overadvances;

(vii) any waiver of the requirement to deliver inventory appraisals on the schedule set forth in the Senior DIP Credit Agreement as in effect on the date hereof; provided that the Senior DIP Agents may permit such inventory appraisals to be delivered on a later date in any calendar month so long as such appraisals are delivered in the same calendar month as originally contemplated in the Senior DIP Credit Agreement;

(viii) any amendment to or waiver of the “LTV Provisions” as defined in the Senior DIP Credit Agreement or any component definition thereof, in each case as in effect on the date hereof; and

(ix) any amendment to or waiver of the Borrowing Base reporting requirements set forth in Section 6.01(j)(iv) of the Senior DIP Credit Agreement as in effect on the date hereof;

provided, however, that nothing contained in this Section 5.2(a) shall limit, restrict or impair the discretionary rights of the Senior DIP Agents or the ability of the Senior DIP Agents to impose or establish any and all additional reserves, and thereafter to reduce or eliminate such reserves, or to determine the eligibility of assets for inclusion in the Borrowing Base, so long as the Senior DIP Agents impose or utilize a methodology no less restrictive than that used as of the date hereof.

(b) The Senior DIP Agents, on behalf of themselves and the Senior DIP Secured Parties, hereby agree that, without affecting the obligations of the Senior DIP Agents and the Senior DIP Secured Parties hereunder, the Junior DIP Agent and the Junior DIP Secured Parties may, at any time and from time to time, in their sole discretion without the consent of or notice to the Senior DIP Agents or any Senior DIP Secured Party, and without incurring any liability to the Senior DIP Agents or any Senior DIP Secured Party or impairing or releasing the Lien Priority provided for herein, amend, restate, supplement, replace, refinance, extend, consolidate, restructure, or otherwise modify any of the Junior DIP Documents in any manner whatsoever except that the following shall require the prior written consent of the Senior DIP Agents:

(1) except as provided in Section 2.5, retain or obtain a Lien on any Property of any Person to secure any of the Junior DIP Obligations; or

(2) amend the Junior DIP Documents in any manner which would have the effect of contravening the terms of this Agreement or the Senior DIP Documents.

(c) The Senior DIP Obligations and the Junior DIP Obligations may be refinanced, in whole or in part, in each case, without the consent (except to the extent a consent is required pursuant to Section 5.2(a) or Section 5.2(b) above or to permit the refinancing transaction under any Senior DIP Document or any Junior DIP Document) of the Senior DIP

Agents, the Senior DIP Secured Parties, the Junior DIP Agent or the Junior DIP Secured Parties, as the case may be, all without affecting the Lien Priority provided for herein or the other provisions hereof, provided, however, that the holders of such refinancing Indebtedness (or an authorized agent or trustee on their behalf) bind themselves in writing to the terms of this Agreement pursuant to such documents or agreements (including amendments or supplements to this Agreement) as the Senior DIP Agents or the Junior DIP Agent, as the case may be, shall reasonably request and in form and substance reasonably acceptable to the Senior DIP Agents or the Junior DIP Agent, as the case may be, and any such refinancing transaction shall be in accordance with any applicable provisions of both the Senior DIP Documents and the Junior DIP Documents (to the extent such documents survive the refinancing).

Section 5.3 Reinstatement and Continuation of Agreement.

(a) If the Senior DIP Agents or any Senior DIP Secured Party is required in the Chapter 11 Cases or any other Insolvency Proceeding or otherwise to turn over or otherwise pay to the estate of any Borrower, any Guarantor, or any other Person any payment made in satisfaction of all or any portion of the Senior DIP Obligations (a “Senior DIP Recovery”), then the Senior DIP Obligations shall be reinstated to the extent of such Senior DIP Recovery. If this Agreement shall have been terminated prior to such Senior DIP Recovery, this Agreement shall be reinstated in full force and effect in the event of such Senior DIP Recovery, and such prior termination shall not diminish, release, discharge, impair, or otherwise affect the obligations of the Parties from such date of reinstatement. All rights, interests, agreements, and obligations of the Senior DIP Agents, the Junior DIP Agent, the Senior DIP Secured Parties, and the Junior DIP Secured Parties under this Agreement shall remain in full force and effect and shall continue irrespective of the commencement of, or any discharge, confirmation, conversion, or dismissal of, the Chapter 11 Cases or any other Insolvency Proceeding by or against any Borrower or any Guarantor or any other circumstance which otherwise might constitute a defense available to, or a discharge of any Borrower or any Guarantor in respect of the Senior DIP Obligations or the Junior DIP Obligations. No priority or right of the Senior DIP Agents or any Senior DIP Secured Party shall at any time be prejudiced or impaired in any way by any act or failure to act on the part of any Borrower or any Guarantor or by the noncompliance by any Person with the terms, provisions, or covenants of any of the Senior DIP Documents, regardless of any knowledge thereof which the Senior DIP Agents or any Senior DIP Secured Party may have.

(b) If the Junior DIP Agent or any Junior DIP Secured Party is required in the Chapter 11 Cases or any other Insolvency Proceeding or otherwise to turn over or otherwise pay to the estate of any Borrower, any Guarantor, or any other Person any payment made in satisfaction of all or any portion of the Junior DIP Obligations (a “Junior DIP Recovery”), then the Junior DIP Obligations shall be reinstated to the extent of such Junior DIP Recovery. If this Agreement shall have been terminated prior to such Junior DIP Recovery, this Agreement shall be reinstated in full force and effect in the event of such Junior DIP Recovery, and such prior termination shall not diminish, release, discharge, impair, or otherwise affect the obligations of the Parties from such date of reinstatement. All rights, interests, agreements, and obligations of the Senior DIP Agents, the Junior DIP Agent, the Senior DIP Secured Parties, and the Junior DIP Secured Parties under this Agreement shall remain in full force and effect and shall continue irrespective of the commencement of, or any discharge, confirmation, conversion, or dismissal of, the Chapter 11 Cases or any other Insolvency Proceeding by or against any Borrower or any

Guarantor or any other circumstance which otherwise might constitute a defense available to, or a discharge of any Borrower or any Guarantor in respect of the Senior DIP Obligations or the Junior DIP Obligations. No priority or right of the Junior DIP Agent or any Junior DIP Secured Party shall at any time be prejudiced or impaired in any way by any act or failure to act on the part of any Borrower or any Guarantor or by the noncompliance by any Person with the terms, provisions, or covenants of any of the Junior DIP Documents, regardless of any knowledge thereof which the Junior DIP Agent or any Junior DIP Secured Party may have.

Section 5.4 Purchase Right. Notwithstanding anything in this Agreement to the contrary, the Junior DIP Secured Parties may, at their sole expense and effort, upon prior written notice by the Junior DIP Agent on behalf of the Junior DIP Secured Parties to the Senior DIP Agents, the Prepetition ABL Agents and the Junior DIP Loan Parties, require the Senior DIP Secured Parties and the Prepetition ABL Credit Parties (as defined in the Financing Orders) to transfer and assign to the Junior DIP Secured Parties, without warranty or representation or recourse (except for representations and warranties required to be made by assigning lenders pursuant to the Assignment and Acceptance (as such term is defined in the Senior DIP Credit Agreement as in effect as of the date hereof)), all (but not less than all) of the Senior DIP Obligations and all Prepetition ABL Obligations; provided that (x) such assignment shall not conflict with any law, rule or regulation or order of any court or other governmental authority having jurisdiction, (y) the Junior DIP Secured Parties shall have paid to the Senior DIP Agents and the Prepetition ABL Agents, for the account of the Senior DIP Secured Parties and the Prepetition ABL Credit Parties, respectively, in immediately available funds, an amount equal to 100% of the principal of the Senior DIP Obligations and the Prepetition ABL Obligations plus all accrued and unpaid interest (including breakage costs and interest which would have accrued on or been payable with respect to any Senior DIP Obligation, whether or not a claim is allowed against the applicable Senior DIP Loan Party for such interest in the Chapter 11 Cases) thereon plus all accrued and unpaid fees and expenses plus all the other Senior DIP Obligations and Prepetition ABL Obligations then outstanding (including, with respect to the aggregate face amount of the letters of credit outstanding under the Senior DIP Credit Agreement and the Prepetition ABL Credit Agreement (as defined in the Financing Orders), an amount in cash equal to 105% thereof), and shall have made in immediately available funds all other payments required to effectuate a Discharge of Senior DIP Obligations and a Discharge of Prepetition ABL Obligations, and (z) such assignment shall become effective within ten (10) Business Days after delivery of such written notice by the Junior DIP Agent on behalf of the Junior DIP Secured Parties. In order to effectuate the foregoing, the Senior DIP Agents and the Prepetition ABL Agents shall calculate, upon the written request of the Junior DIP Agent from time to time, the amount in cash that would be necessary so to purchase the Senior DIP Obligations and Prepetition ABL Obligations. Each of the Senior DIP Secured Parties and the Prepetition ABL Credit Parties will retain all rights to indemnification provided by the Loan Parties in the relevant Senior DIP Documents and Prepetition ABL Documents for all claims and other amounts pursuant to this Section 5.4. For the avoidance of doubt, the Junior DIP Agent (on behalf of itself and the other Junior DIP Secured Parties) hereby acknowledges and agrees that (A) the obligations of the Senior DIP Secured Parties and the Prepetition ABL Credit Parties to sell their respective Senior DIP Obligations and the Prepetition ABL Obligations under this Section 5.4 are several and not joint and several, (B) to the extent any holder of Senior DIP Obligations or Prepetition ABL Obligations breaches its obligation to sell under this Section 5.4 (a “Defaulting Seller”), nothing in this Section 5.4 shall be deemed to require any Senior DIP Secured Party or

Prepetition ABL Credit Party to purchase such Defaulting Seller's Senior DIP Obligations or Prepetition ABL Obligations for resale to the Junior DIP Secured Parties and (C) in all cases, each Senior DIP Agent, Prepetition ABL Agent, Senior DIP Secured Party and Prepetition ABL Credit Party complying with the terms of this Section 5.4 shall not be deemed to be in default of this Agreement or otherwise be deemed liable for any action or inaction of any Defaulting Seller.

ARTICLE 6

INSOLVENCY PROCEEDINGS

Section 6.1 [Reserved].

Section 6.2 Relief From Stay. Until the Discharge of Senior DIP Obligations has occurred, the Junior DIP Agent, on behalf of itself and the Junior DIP Secured Parties, agrees not to seek relief from the automatic stay or any other stay in the Chapter 11 Cases or any other Insolvency Proceeding in respect of any portion of the Collateral other than the Specified Collateral and any Junior DIP Collateral constituting Prepetition Unencumbered Collateral without the Senior DIP Agents' express written consent.

Section 6.3 [Reserved].

Section 6.4 Asset Sales. The Junior DIP Agent agrees, on behalf of itself and the Junior DIP Secured Parties, that it will not oppose any sale or bidding procedures consented to by the Senior DIP Agents of any Collateral other than the Specified Collateral and any Junior DIP Collateral constituting Prepetition Unencumbered Collateral pursuant to Section 363(f) of the Bankruptcy Code (or any similar provision under the law applicable to the Chapter 11 Cases or any other Insolvency Proceeding or under a court order in respect of measures granted with similar effect under any foreign Debtor Relief Laws) so long as the Liens of the Parties attach to the proceeds of such sale consistent with the Lien Priority set forth herein on the assets sold and such proceeds are otherwise applied in accordance with this Agreement and the Financing Orders.

Section 6.5 Separate Grants of Security and Separate Classification. Each Junior DIP Secured Party and each Senior DIP Secured Party acknowledges and agrees that (i) the grants of Liens pursuant to the Senior DIP Collateral Documents and the Junior DIP Collateral Documents constitute two separate and distinct grants of Liens and (ii) because of, among other things, their differing rights in the Collateral, the Junior DIP Obligations are fundamentally different from the Senior DIP Obligations and, to the extent the Senior DIP Obligations and the Junior DIP Obligations are permitted to be, and are, classified in any plan of reorganization, the Senior DIP Obligations and the Junior DIP Obligations must be separately classified in such plan of reorganization (or other plan of similar effect under any Debtor Relief Laws) proposed or adopted in the Chapter 11 Cases or any other Insolvency Proceeding; provided, that nothing herein constitutes an acknowledgment by the holders of the Senior DIP Obligations or the Junior DIP Obligations that such obligations are subject to classification under a plan of reorganization. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of the Senior DIP Secured Parties and the Junior DIP Secured Parties in respect of the Collateral constitute only one secured claim (rather than separate classes of

senior and junior secured claims), then the Junior DIP Secured Parties hereby acknowledge and agree that all distributions shall be made as if there were separate classes of Senior DIP Obligation claims and Junior DIP Obligation claims against the Loan Parties, with the effect being that all Collateral and Proceeds thereof shall be distributed in accordance with Section 4.2.

Section 6.6 Enforceability. The provisions of this Agreement are intended to be and shall be enforceable under Section 510(a) of the Bankruptcy Code.

Section 6.7 Senior DIP Obligations Unconditional. All rights of the Senior DIP Agents hereunder, and all agreements and obligations of the Junior DIP Agent and the Loan Parties (to the extent applicable) hereunder, shall, except as otherwise specifically provided herein, remain in full force and effect irrespective of:

- (i) any lack of validity or enforceability of any Senior DIP Document;
- (ii) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Senior DIP Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Senior DIP Document;
- (iii) any exchange, release, voiding, avoidance or non-perfection of any security interest in any Collateral or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding, restatement or increase of all or any portion of the Senior DIP Obligations or any guarantee or guaranty thereof; or
- (iv) any other circumstances that otherwise might constitute a defense available to, or a discharge of, any Loan Party in respect of the Senior DIP Obligations, or of any of the Junior DIP Agent or any Loan Party, to the extent applicable, in respect of this Agreement.

Section 6.8 Junior DIP Obligations Unconditional. All rights of the Junior DIP Agent hereunder, all agreements and obligations of the Senior DIP Agents and the Loan Parties (to the extent applicable) hereunder, shall, except as otherwise specifically provided herein, remain in full force and effect irrespective of:

- (i) any lack of validity or enforceability of any Junior DIP Document;
- (ii) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Junior DIP Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Junior DIP Document (but solely to the extent permitted pursuant to Section 5.2(b) above);

(iii) any exchange, release, voiding, avoidance or non-perfection of any security interest in any Collateral, or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding, restatement or increase of all or any portion of the Junior DIP Obligations or any guarantee or guaranty thereof; or

(iv) any other circumstances that otherwise might constitute a defense available to, or a discharge of, any Loan Party in respect of the Junior DIP Obligations, or of any of the Senior DIP Agents or any Loan Party, to the extent applicable, in respect of this Agreement.

Section 6.9 Credit Bidding. The Junior DIP Agent and the Junior DIP Secured Parties hereby agree that the Senior DIP Agents, for and on behalf of themselves and the Senior DIP Secured Parties, may credit bid any amount of Senior DIP Obligations in accordance with Section 363(k) of the Bankruptcy Code (or any similar provision of any other Debtor Relief Laws or the UCC), and the Junior DIP Agent and the Junior DIP Secured Parties agree not to object to such credit bid, provided that (i) in calculating the amount of Senior DIP Obligations comprising any such credit bid, the value of the Specified Collateral and the Junior DIP Collateral consisting of Prepetition Unencumbered Collateral shall be disregarded and (ii) the Liens securing the Senior DIP Obligations and the Junior DIP Obligations pursuant to the Financing Orders on the Specified Collateral and the Junior DIP Collateral consisting of Prepetition Unencumbered Collateral shall not be discharged in connection therewith. The Junior DIP Agent and the Junior DIP Secured Parties hereby waive any right any of them may have to credit bid the Junior DIP Obligations in accordance with Section 363(k) of the Bankruptcy Code (or any similar provision of any other Debtor Relief Laws or the UCC) unless (a) the Senior DIP Agents have given their prior written consent to the Junior DIP Agent and the Junior DIP Secured Parties to make such credit bid or (b) all Senior DIP Obligations, all Prepetition ABL Obligations and all other obligations secured by Liens senior to or *pari passu* with the Liens securing the Junior DIP Obligations pursuant to the Financing Orders have been or are paid in full in cash prior to or in connection with the closing of any sale of assets subject to such credit bid.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Rights of Subrogation. The Junior DIP Agent, for and on behalf of itself and the Junior DIP Secured Parties, agrees that no payment to the Senior DIP Agents or any Senior DIP Secured Party pursuant to the provisions of this Agreement shall entitle the Junior DIP Agent or any Junior DIP Secured Party to exercise any rights of subrogation in respect thereof until the Discharge of Senior DIP Obligations.

Section 7.2 Further Assurances. The Parties will, at their own expense and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that either Party may reasonably request, in order to protect any right or interest granted or purported to be granted hereby or to

enable the Senior DIP Agents or the Junior DIP Agent to exercise and enforce their rights and remedies hereunder; provided, however, that no Party shall be required to pay over any payment or distribution, execute any instruments or documents, or take any other action referred to in this Section 7.2, to the extent that such action would contravene any law, order or other legal requirement or any of the terms or provisions of this Agreement, and in the event of a controversy or dispute, such Party may interplead any payment or distribution in any court of competent jurisdiction, without further responsibility in respect of such payment or distribution under this Section 7.2.

Section 7.3 Representations. The Junior DIP Agent represents and warrants to the Senior DIP Agents that it has the requisite power and authority under the Junior DIP Documents to enter into, execute, deliver, and carry out the terms of this Agreement on behalf of itself and the Junior DIP Secured Parties and that this Agreement shall be binding obligations of the Junior DIP Agent and the Junior DIP Secured Parties, enforceable against the Junior DIP Agent and the Junior DIP Secured Parties in accordance with its terms. The Senior DIP Agents represent and warrant to the Junior DIP Agent that they have the requisite power and authority under the Senior DIP Documents to enter into, execute, deliver, and carry out the terms of this Agreement on behalf of themselves and the Senior DIP Secured Parties and that this Agreement shall be binding obligations of the Senior DIP Agents and the Senior DIP Secured Parties, enforceable against the Senior DIP Agents and the Senior DIP Secured Parties in accordance with its terms.

Section 7.4 Amendments. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Party hereto shall be effective unless it is in a written agreement executed by the Junior DIP Agent and the Senior DIP Agents and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7.5 Addresses for Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, or sent by overnight express courier service or United States mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or three (3) days after deposit in the United States mail (certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section) shall be as set forth below or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

Loan Parties:

Sears Holdings Corporation
3333 Beverly Road
Hoffman Estates, IL 60179
Attention: [Treasurer]

With a copy to:

Weil Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Douglas Urquhart, Esq.

Senior DIP Agents:

Bank of America, N.A.
100 Federal Street
Boston, Massachusetts 02109
Attention: Stephen J. Garvin

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
155 North Wacker Drive, Suite 2700
Chicago, IL 60606
Attention: Seth Jacobson
Fax: 312-407-8511

and:

Wells Fargo Bank, National Association
One Boston Place, 19th Floor
Boston, MA 02108
Attention: Joseph Burt

With a copy to:

Choate, Hall & Stewart LLP
Two International Place
Boston, MA 02110
Attention: Kevin J. Simard

Junior DIP Agent:

Great American Capital Partners
11100 Santa Monica Blvd, Suite 800
Los Angeles, CA 90025
Attention: Mark Shields

With a copy to:

Paul Hastings LLP
200 Park Avenue
New York, NY 10166
Attention: Leslie Plaskon, Esq.

Andrew Tenzer, Esq.

Section 7.6 No Waiver; Remedies. No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.7 Continuing Agreement, Transfer of Secured Obligations. This Agreement is a continuing agreement and shall (a) remain in full force and effect until the earlier of the Discharge of Senior DIP Obligations (subject to Section 4.1(d)) or the Discharge of Junior DIP Obligations; provided, however, that any provision herein relating to Prepetition ABL Collateral or the Discharge of Prepetition ABL Obligations, including Sections 2.1(a), 2.3(a) and 4.1(b), shall survive the Discharge of Senior DIP Obligations until the Discharge of Prepetition ABL Obligations has occurred, and the Prepetition ABL Agents may enforce such provisions after the Discharge of Senior DIP Obligations as if such Persons were the Senior DIP Agents referred to herein, (b) be binding upon the Parties and their successors and assigns, and (c) inure to the benefit of and be enforceable by the Parties and their respective successors, transferees and assigns. Subject to Section 7.10 below, nothing herein is intended, or shall be construed to give, any other Person any right, remedy or claim under, to or in respect of this Agreement or any Collateral. All references to any Loan Party shall include any receiver or trustee for such Loan Party in the Chapter 11 Cases or any other Insolvency Proceeding. Without limiting the generality of the foregoing clause (c), the Senior DIP Agents, any Senior DIP Secured Party, the Junior DIP Agent, or any Junior DIP Secured Party may assign or otherwise transfer all or any portion of the Senior DIP Obligations or the Junior DIP Obligations, as applicable, to any other Person that is permitted to be an assignee pursuant to the applicable credit documents (it being acknowledged that the Senior DIP Obligations or the Junior DIP Obligations may not be assigned in whole or in part to any Borrower, any Guarantor or any Affiliate of any Borrower or any Guarantor or any Subsidiary of any Borrower or any Guarantor, or to any other Person, in each case that is not permitted under the terms of the applicable credit documents to hold such Senior DIP Obligations or Junior DIP Obligations), and such other Person shall thereupon become vested with all the rights and obligations in respect thereof granted to the Senior DIP Agents, the Junior DIP Agent, any Senior DIP Secured Party, or any Junior DIP Secured Party, as the case may be, herein or otherwise. The Senior DIP Secured Parties and the Junior DIP Secured Parties may continue, at any time and without notice to the other parties hereto, to extend credit and other financial accommodations, lend monies and provide Indebtedness to, or for the benefit of, any Loan Party on the faith hereof.

Section 7.8 Governing Law; Entire Agreement. The validity, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, but without giving effect to applicable principles of conflicts of law to the extent that the applicable law of another jurisdiction would be required thereby, and, to the extent applicable, the Bankruptcy Code. This Agreement and the Financing Orders constitute

the entire agreement and understanding among the Parties with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

Section 7.9 Counterparts. This Agreement may be executed in any number of counterparts, and it is not necessary that the signatures of all Parties be contained on any one counterpart hereof, each counterpart will be deemed to be an original, and all together shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e. “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7.10 No Third Party Beneficiaries. Subject to the following sentence, this Agreement is solely for the benefit of the Senior DIP Agents, Senior DIP Secured Parties, Junior DIP Agent and Junior DIP Secured Parties. No other Person (including any Borrower, any Guarantor or any Affiliate of any Borrower or any Guarantor, or any Subsidiary of any Borrower or any Guarantor) shall be deemed to be a third party beneficiary of this Agreement, except that the Prepetition ABL Agents are expressly made third party beneficiaries of the provisions herein relating to the Prepetition ABL Collateral or the Discharge of Prepetition ABL Obligations, as more fully set forth in Section 7.7(a) above.

Section 7.11 Headings. The headings of the articles and sections of this Agreement are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

Section 7.12 Severability. If any of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and shall not invalidate the Lien Priority or the application of Proceeds and other priorities set forth in this Agreement.

Section 7.13 Attorneys' Fees. The Parties agree that if any dispute, arbitration, litigation, or other proceeding is brought with respect to the enforcement of this Agreement or any provision hereof, the prevailing party in such dispute, arbitration, litigation, or other proceeding shall be entitled to recover its reasonable attorneys' fees and all other costs and expenses incurred in the enforcement of this Agreement, irrespective of whether suit is brought.

Section 7.14 VENUE; JURY TRIAL WAIVER.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT OR, IF THE BANKRUPTCY COURT DOES NOT HAVE OR ABSTAINS FROM JURISDICTION, THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH

ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH BANKRUPTCY COURT, NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT ANY SENIOR DIP SECURED PARTY OR ANY JUNIOR LIEN SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, ANY JUNIOR LIEN DOCUMENTS, OR ANY SENIOR DIP DOCUMENTS AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) EACH PARTY HERETO HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY HERETO REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7.5. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 7.15 Intercreditor Agreement. This Agreement is the “DIP Intercreditor Agreement” referred to in the Senior DIP Credit Agreement and the Junior DIP Credit Agreement. Nothing in this Agreement shall be deemed to subordinate the obligations due to (i) any Senior DIP Secured Party to the obligations due to any Junior DIP Secured Party or (ii) any Junior DIP Secured Party to the obligations due to any Senior DIP Secured Party (in each case, whether before or after the occurrence of the Chapter 11 Cases or any other Insolvency Proceeding), it being the intent of the Parties that this Agreement shall effectuate a subordination of Liens but not a subordination of Indebtedness.

Section 7.16 No Warranties or Liability. The Junior DIP Agent and the Senior DIP Agents acknowledge and agree that neither has made any representation or warranty with respect to the execution, validity, legality, completeness, collectability or enforceability of any other Senior DIP Document or any Junior DIP Document. Except as otherwise provided in this Agreement, the Junior DIP Agent and the Senior DIP Agents will be entitled to manage and supervise their respective extensions of credit to any Loan Party in accordance with law and their usual practices, modified from time to time as they deem appropriate.

Section 7.17 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any Senior DIP Document or any Junior DIP Document, the provisions of this Agreement shall govern. In the event of any conflict between the provisions of this Agreement and the provisions of the Financing Orders, the provisions of the Financing Orders shall govern.

Section 7.18 Information Concerning Financial Condition of the Loan Parties. Each of the Junior DIP Agent and the Senior DIP Agents hereby assumes responsibility for keeping itself informed of the financial condition of the Loan Parties and all other circumstances bearing upon the risk of nonpayment of the Senior DIP Obligations or the Junior DIP Obligations. The Junior DIP Agent and the Senior DIP Agents hereby agree that no party shall have any duty to advise any other party of information known to it regarding such condition or any such circumstances. In the event the Junior DIP Agent or the Senior DIP Agents, in their sole discretion, undertakes at any time or from time to time to provide any information to any other party to this Agreement, (a) they shall be under no obligation (i) to provide any such information to such other party or any other party on any subsequent occasion, (ii) to undertake any investigation not a part of its regular business routine, or (iii) to disclose any other information, (b) they make no representation as to the accuracy or completeness of any such information and shall not be liable for any information contained therein, and (c) the Party receiving such information hereby agrees to hold the other providing Party harmless from any action the receiving Party may take or conclusion the receiving Party may reach or draw from any such information, as well as from and against any and all losses, claims, damages, liabilities, and expenses to which such receiving Party may become subject arising out of or in connection with the use of such information.

(b) The Loan Parties agree that any information provided to the Senior DIP Agents, the Junior DIP Agent, any Senior DIP Secured Party or any Junior DIP Secured Party may be shared by such Person with any Senior DIP Secured Party, any Junior DIP Secured Party, the Senior DIP Agents or the Junior DIP Agent notwithstanding a request or demand by such Loan Party that such information be kept confidential; provided that such information shall otherwise be subject to the respective confidentiality provisions in the Senior DIP Credit Agreement and the Junior DIP Credit Agreement, as applicable.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Senior DIP Agents, for and on behalf of themselves and the Senior DIP Lenders, and the Junior DIP Agent, for and on behalf of the Junior DIP Lenders and their agents, have caused this Agreement to be duly executed and delivered as of the date first above written.

BANK OF AMERICA, N.A., in its capacity
as a Senior DIP Agent

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, in its capacity as a Senior
DIP Agent

By: _____
Name:
Title:

GACP FINANCE CO., LLC, in its capacity
as the Junior DIP Agent

By: _____
Name:
Title:

ACKNOWLEDGMENT

Each Borrower and each Guarantor hereby acknowledges that it has received a copy of this Agreement and consents thereto, agrees to recognize all rights granted thereby to the Senior DIP Agents, the Junior DIP Agent and the third party beneficiaries designated as such therein, and will not do any act or perform any obligation which is not in accordance with the agreements set forth in this Agreement. Each Borrower and each Guarantor further acknowledges and agrees that it is not an intended beneficiary or third party beneficiary under this Agreement and (i) as between the Senior DIP Secured Parties and the Senior DIP Loan Parties, the Senior DIP Documents remain in full force and effect as written and are in no way modified hereby, and (ii) as between the Junior DIP Secured Parties and the Junior DIP Loan Parties, the applicable Junior DIP Documents remain in full force and effect as written and are in no way modified hereby.²

SEARS ROEBUCK ACCEPTANCE
CORP., as Senior DIP Borrower and Junior
DIP Borrower

By: _____
Name:
Title:

KMART CORPORATION, as Senior DIP
Borrower and Junior DIP Borrower

By: _____
Name:
Title:

SEARS HOLDINGS CORPORATION, as
Senior DIP Guarantor and Junior DIP
Guarantor

By: _____
Name:
Title:

² Guarantors to be updated.

CALIFORNIA BUILDER APPLIANCES,
INC.

FLORIDA BUILDER APPLIANCES, INC.
KMART HOLDING CORPORATION
KMART OPERATIONS LLC
SEARS OPERATIONS LLC
SEARS, ROEBUCK AND CO.

By: _____
Name:
Title:

SEARS HOLDINGS MANAGEMENT
CORPORATION
SEARS HOME IMPROVEMENT
PRODUCTS, INC.

By: _____
Name:
Title:

A&E FACTORY SERVICE, LLC
A&E HOME DELIVERY, LLC
A&E LAWN & GARDEN, LLC
A&E SIGNATURE SERVICE, LLC
KLC, INC.
KMART OF MICHIGAN, INC.
PRIVATE BRANDS, LTD.
SEARS BRANDS MANAGEMENT
CORPORATION
SEARS PROTECTION COMPANY
SEARS PROTECTION COMPANY
(FLORIDA), L.L.C.
SEARS, ROEBUCK DE PUERTO RICO,
INC.
SOE, INC.
STARWEST, LLC

Acknowledgement – DIP Intercreditor Agreement

By: _____
Name:
Title:

KMART.COM LLC

By: Bluelight.com, Inc., its Member

By: _____
Name:
Title:

KMART OF WASHINGTON LLC
KMART STORES OF ILLINOIS LLC
KMART STORES OF TEXAS LLC
MYGOFER LLC

By: Kmart Corporation, its Member

By: _____
Name:
Title:

Acknowledgement – DIP Intercreditor Agreement

Schedule 1

Specified Collateral Cause of Action

Any direct or indirect claim, cause of action, or right to payment of any Obligor or of any of the successors of any such Obligor in respect of (i) anti-trust claims or other claims against any of Visa Inc., Mastercard Inc., JPMorgan Chase & Co, Citigroup N.A., Bank of America N.A., or any of their respective affiliates in relation to certain practices with respect to merchant processing fees and merchant processing agreements and (ii) any settlement with respect to the foregoing, including without limitation any direct or indirect settlement with any such financial institution or other person.

Schedule 2

Other Specified Collateral Assets

No.	Store Number	City	State
1.	7777	New York	NY
2.	7749	New York	NY
3.	9423	Bridgehampton	NY

Schedule 3

Certain Prepetition Unencumbered Collateral

<i>Unencumbered Collateral</i>
All of the rights, title, and interests of any Obligor, and the proceeds of any sale thereof, in those certain SRAC Medium Term Notes Series B issued by Sears Roebuck Acceptance Corp. as further described in the <i>Emergency Motion of Debtors for Order Approving Sale of Medium Term Notes</i> [Docket No. 642].
All of the rights, title and interest, whether now existing or hereafter acquired, in and to all assets of Sears Home Improvement Products, Inc., and the proceeds and products, whether tangible or intangible, thereof, including, without limitation, the sale of any assets, properties and rights related to the SHIP Business (as defined in the <i>Motion of Debtors for Entry of Order (I)(A) Approving Bidding Procedures for Sale of Sears Home Improvement Business, (B) Approving Stalking Horse Bid Protections, (C) Scheduling Auction for and Hearing to Approve Sale of Sears Home Improvement Business, (D) Approving Form and Manner of Notice of Sale, Auction, and Sale Hearing, (E) Approving Assumption and Assignment Procedures, (II) Approving the Sale of Sears Home Improvement Business in Accordance with the Stalking Horse Agreement and (III) Granting Related Relief</i> [Docket No. 450]), in each case that is not subject to a valid and perfected lien or security interest as of the Petition Date (including liens on the Prepetition ABL Collateral).
All of the rights, title and interest, whether now existing or hereafter acquired, in and to all assets of Sears PartsDirect, and the proceeds and products, whether tangible or intangible, thereof, in each case that is not subject to a valid and perfected lien or security interest as of the Petition Date (including liens on the Prepetition ABL Collateral).
Any and all estates or interests in real property (including any leases) identified as unencumbered in Exhibit 1 to this Schedule 3. With respect to leases this includes any agreement, whether written or oral, no matter how styled or structured, and all amendments, guaranties and other agreements relating thereto, pursuant to which an Obligor is entitled to the use or occupancy of any real property for any period of time.
All intellectual property and proprietary rights of any kind or nature of the Obligors, whether arising under United States, multinational or foreign laws or otherwise, whether registered or unregistered, including business names, copyrights (including rights in computer software) and works of authorship, patents and inventions, data, databases, domain names, trademarks, confidential information, designs, service marks, technology, trade secrets, know-how, and processes, and all applications and registrations therefor, and all rights, priorities, and privileges arising out of or relating to any of the foregoing, not subject to a valid and perfected lien or security interest as of the Petition Date.
Any and all rent, income, revenues or proceeds paid by or received from tenants or subtenants in respect of real property (including any leases) identified as unencumbered in Exhibit 1 to this Schedule 3.
All accounts, general intangibles or payment intangibles (each as defined in the UCC) of, or other obligations owing to, any Loan Party or any of their Subsidiaries (including, without limitation, vendor credits), in each case to the extent not constituting Prepetition ABL Collateral and not otherwise subject to a valid and perfected lien as of

the Petition Date.

To the extent not otherwise covered above, all other assets, and all other proceeds of any additional assets, of the Obligors, in each case to the extent not constituting Prepetition ABL Collateral and not otherwise subject to a valid and perfected lien or security interest as of the Petition Date.

EXHIBIT 1

UNENCUMBERED REAL PROPERTY

**A. OWNED AND GROUND LEASED UNENCUMBERED REAL PROPERTY TO THE EXTENT NOT SUBJECT TO A VALID
AND PERFECTED LIEN AS OF THE PETITION DATE**

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
2027	202700	Wasilla	AK	1000 S Seward Meridian Rd	99654	Open Store	Open Store	GL
2796	279600	Tuscaloosa	AL	1701 McFarland Blvd E #207	35404	Closed Store	Closed Store	GL
61901	6190100	SCOTTSDALE	AZ	16275 N Scottsdale Rd	85260	Closed Store	Closed Store	GL
1728	172800	Tucson	AZ	4570 N Oracle Rd	85705	Open Store	Open Store	GL
4996	499600	Tucson	AZ	7055 E Broadway St	85710	Open Store	Open Store	GL
1838	183800	Burbank	CA	111 E Magnolia Blvd	91502	Open Store	Open Store	GL
1678	167800	Carlsbad	CA	2561 El Camino Real	92008	Open Store	Open Store	GL
2728	272800	Downey	CA	600 Stonewood	90241	Open Store	Open Store	GL
3725	372500	Freedom	CA	1702 Freedom Boulevard	95019	Open Store	Open Store	GL
1088	108800	Glendale	CA	236 N Central Ave	91203	Open Store	Open Store	GL
2028	202800	Hemet	CA	2200 W Florida Ave	92545	Open Store	Open Store	GL
3748	374800	Hollister	CA	491 Tres Pinos Road	95023	Open Store	Open Store	GL
9328	932800	Long Beach	CA	2900 Bellflower Blvd	90815	Open Store	Open Store	GL
2798	279800	PALM DESERT	CA	44430 TOWN CENTER WAY	92260	Open Store	Open Store	GL

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1818	181800	Rancho Cucamonga	CA	8250 Day Creek Blvd	91739	Open Store	Open Store	GL
9797	979700	Scotts Valley	CA	270 Mt Hermon Rd	95066	Open Store	Open Store	GL
3828	382800	Temecula	CA	26471 Ynez Road	92591	Open Store	Open Store	GL
1278	127800	Torrance	CA	22100 Hawthorn Blvd	90503	Open Store	Open Store	GL
1111	111100	Colorado Springs	CO	2050 Southgate Rd	80906	Open Store	Open Store	GL
1467	146700	Ft Collins	CO	205 E Foothills Pkwy	80525	Open Store	Open Store	GL
6820	682000	Boynton Beach	FL	805 N Congress Ave	33426	Open Store	Open Store	GL
2485	248500	Brooksville	FL	13085 Cortez Blvd	34613	Open Store	Open Store	GL
1195	119500	Ft Lauderdale	FL	901 N Federal Hwy	33304	Open Store	Open Store	GL
1456	145600	Oviedo	FL	1360 Oviedo Blvd	32765	Open Store	Open Store	GL
1585	158500	Tallahassee	FL	1500 Apalachee Pkwy	32301	Open Store	Open Store	GL
8049	804900	HILO	HI	50 Pohaku St	96720	Non-retail	Active Non-retail	GL
8158	815800	HONOLULU	HI	2886 Paa St	96819	Non-retail	Active Non-retail	GL
1738	173800	Kaneohe(Sur)	HI	46-056 Kamehameha Hwy	96744	Open Store	Open Store	GL
8818	881800	PEARL CITY	HI	98-600 Kamehameha Hwy	96782	Non-retail	Active Non-retail	GL
2936	293600	Chicago	IL	1800 W Lawrence Ave	60640	Open Store	Open Store	GL
1640	164000	Fairview Hts	IL	235 Saint Clair Sq	62208	Open Store	Open Store	GL

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
3251	325100	Indianapolis	IN	6780 W Washington St	46241	Open Store	Ann'd to Close	GL
7042	704200	Valparaiso	IN	2801 Calumet Ave	46383	Open Store	Open Store	GL
1161	116100	Wichita-Town East	KS	7700 E Kellogg Dr	67207	Open Store	Open Store	GL
1283	128300	Braintree	MA	250 Granite St	02184	Open Store	Open Store	GL
1374	137400	Bel Air	MD	658 Baltimore Pike	21014	Open Store	Open Store	GL
1013	101300	Glen Burnie	MD	7900 Gov Ritchie Hwy	21061	Open Store	Open Store	GL
7031	703100	Menominee	MI	1101-7Th Ave	49858	Open Store	Open Store	GL
1722	172200	Bloomington	MN	2000 N E Court	55425	Open Store	Open Store	GL
3405	340500	Minneapolis	MN	10 W Lake Street	55408	Open Store	Open Store	GL
30956	3095600	West St. Paul	MN	50 Signal Hill Mall	55118	Closed Store	Closed Store	GL
3239	323900	Kansas City	MO	7100 Nw Prairie View Rd	64151	Open Store	Ann'd to Close	GL
62707	6270700	SPRINGFIELD	MO	3803 S Glenstone	65804	Closed Store	Closed Store	GL
1335	133500	Greensboro	NC	3200 W Friendly Ave	27408	Open Store	Open Store	GL
3744	374400	Kill Devil Hills	NC	1091 N Croatan Highway	27948	Open Store	Open Store	GL
1041	104100	Omaha	NE	7424 Dodge St	68114	Open Store	Open Store	GL
69722	6972200	NORTH BRUNSWICK	NJ	1055 Route 1 South	08902	Closed Store	Closed Store	GL
9463	946300	Somers Point	NJ	250 New Rd (Rt 9)	08244	Open Store	Open Store	GL

1684	168400	Woodbridge	NJ	150 Woodbridge Ctr Ct	07095	Open Store	Open Store	GL
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Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1709	170900	Henderson	NV	1245 W Warm Springs Rd	89014	Open Store	Annc'd to Close	GL
2754	275400	HENDERSON	NV	1511 W SUNSET RD	89014	Closed Store	Closed Store	GL
1828	182800	Las Vegas	NV	4355 Grand Canyon Dr	89147	Open Store	Open Store	GL
26741	2674100	Amherst	NY	1261 Niagara Falls Blvd	14226	Closed Store	Closed Store	GL
3862	386200	Bohemia	NY	5151 Sunrise Hwy	11716	Open Store	Open Store	GL
7654	765400	Bronx	NY	300 Baychester Avenue	10475	Open Store	Open Store	GL
2626	262600	College Point	NY	131-08 20Th Ave	11356	Open Store	Open Store	GL
4871	487100	Farmingville	NY	2280 North Ocean Ave.	11738	Open Store	Open Store	GL
2744	274400	Horseheads/Elmira	NY	3300 Chambers Rd	14845	Open Store	Open Store	GL
1404	140400	Massapequa	NY	800 Sunrise Mall	11758	Open Store	Open Store	GL
2741	274100	Massapequa	NY	34 Carmans Rd	11758	Open Store	Open Store	GL
1894	189400	Rochester	NY	10 Miracle Mile Dr	14623	Open Store	Open Store	GL
1081	108100	Heath	OH	771 S 30Th St	43056	Open Store	Open Store	GL
2001	200100	Piqua	OH	987 E Ash St Ste 170	45356	Open Store	Open Store	GL
1280	128000	Springdale	OH	300 E Kemper Rd	45246	Closed Store	Closed Store	GL
1073	107300	Exton	PA	222 Exton Square Mall	19341	Open Store	Open Store	GL
1714	171400	Greensburg	PA	5256 Route 30	15601	Open Store	Open Store	GL

1644	164400	Lancaster	PA	200 Park City Ctr	17601	Open Store	Open Store	GL
1654	165400	Media	PA	1067 W Baltimore Pike	19063	Open Store	Open Store	GL

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1834	183400	North Wales	PA	600 Montgomery Mall	19454	Open Store	Open Store	GL
2355	235500	Hatillo(Arecibo)	PR	506 Calle Truncado	00659	Open Store	Open Store	GL
1905	190500	Hato Rey	PR	Ave F D Roosevelt	00918	Open Store	Open Store	GL
7783	778300	Hato Rey	PR	Pr #22 & Pr #18	00918	Open Store	Open Store	GL
1935	193500	Mayaguez	PR	975 Hostos Ave Ste 110	00680	Open Store	Open Store	GL
7461	746100	Clarksville	TN	2300 Madison Street	37043	Closed Store	Closed Store	GL
1386	138600	Goodlettsville	TN	1000 Rivergate Pkwy	37072	Open Store	Open Store	GL
67036	6703600	DALLAS	TX	3407 W Northwest Hwy	75220	Closed Store	Closed Store	GL
67409	6740900	LAYTON	UT	881 W Hillfield Rd	84041	Closed Store	Closed Store	GL
1274	127400	Chesterfield	VA	11500 Midlothian Tpke	23235	Open Store	Open Store	GL
2395	239500	Manassas	VA	8200 Sudley Rd	20109	Open Store	Open Store	GL
1463	146300	Burlington	VT	155 Dorest St	05403	Open Store	Open Store	GL
1129	112900	Tacoma	WA	4502 S Steele St Ste 100	98409	Closed Store	Closed Store	GL
1130	113000	Janesville	WI	2500 Milton Ave	53545	Open Store	Open Store	GL
1915	191500	Bayamon	PR	Avenida Aguas Buenas	00959	Open Store	Open Store	GL
8722	108910	Anchorage(Sur)	AK	5900 Old Seward Highway	99503	Non-retail	Active Non-retail	Owned

8106	810600	BIRMINGHAM	AL	196 Vulcan Rd	35209	Non-retail	Active Non-retail	Owned
8706	870603	BIRMINGHAM	AL	262 Oxmoor Court	35209	Non-retail	Active Non-retail	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
30957	3095700	Springdale	AR	3142 West Sunset Ave	72762	Closed Store	Closed Store	Owned
68235	6823500	PHOENIX	AZ	1717 E Mcdowell Rd	85006	Non-retail	Active Non-retail	Owned
3699	369900	Apple Valley	CA	20777 Bear Valley Road	92308	Open Store	Open Store	Owned
7619	761903	Atascadero	CA	4180 El Camino Real	93422	Non-retail	Active Non-retail	Owned
4320	432003	Bellflower	CA	10400 Rosecrans	90706	Non-retail	Active Non-retail	Owned
4721	472103	Coalinga	CA	25 West Polk Street	93210	Non-retail	Active Non-retail	Owned
6233	623300	Covina	CA	710 W Arrow Hwy	91722	Closed Store	Closed Store	Owned
3998	399800	Dinubi	CA	East El Monte Way	93618	Non-retail	Active Non-retail	Owned
3998	399802	Dinubi	CA	East El Monte Way	93618	Non-retail	Active Non-retail	Owned
8038	803800	EL CAJON	CA	1406 North Johnson Ave	92020	Non-retail	Active Non-retail	Owned
30958	3095800	EL CENTRO	CA	1950 N IMPERIAL AVE	92243	Non-retail	Active Non-retail	Owned

7916	791603	Eureka	CA	4325 Broadway	95503	Non-retail	Active Non-retail	Owned
7916	791604	Eureka	CA	4325 Broadway	95503	Non-retail	Active Non-retail	Owned
3982	398203	Lemoore	CA	215 W Hanford/Armona Rd	93245	Non-retail	Active Non-retail	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
3842	384203	Oakdale	CA	1555 E F ST	98233	Non-retail	Active Non-retail	Owned
1068	106802	Palmdale	CA	1345 W Avenue P	93551	Non-retail	Active Non-retail	Owned
1788	178800	Richmond	CA	2300 Hilltop Mall Rd	94806	Open Store	Open Store	Owned
8098	809800	SN BERNARDINO	CA	595 S "G" St	92410	Non-retail	Active Non-retail	Owned
6858	685800	SN LUIS OBSPO	CA	1310 Roundhouse Ave	93401	Non-retail	Active Non-retail	Owned
3968	396800	Wasco	CA	2785 Highway 46	93280	Non-retail	Active Non-retail	Owned
2451	245100	Greeley	CO	2800 Greeley Mall	80631	Closed Store	Closed Store	Owned
1075	107500	Daytona Beach	FL	1700 W Intl Speedway Blvd	32114	Open Store	Open Store	Owned
1195	119503	Ft Lauderdale	FL	901 N Federal Hwy	33304	Non-retail	Active Non-retail	Owned
7435	743500	HIALEAH	FL	5890 Nw 173Rd Drive	33015	Non-retail	Active Non-retail	Owned

24025	2402500	LONGWOOD	FL	1024 FLORIDA CENTRAL PKWY	32750	Non-retail	Active Non-retail	Owned
4019	401900	MELBOURNE	FL	601 Atlantis Rd	32904	Non-retail	Active Non-retail	Owned
2135	213500	Sebring	FL	901 Us27 N Ste 130	33870	Open Store	Open Store	Owned
8035	803500	COLLEGE PARK	GA	2511 Sullivan Rd	30337	Non-retail	Active Non-retail	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1251	125100	Lithonia	GA	8020 Mall Pkwy	30038	Closed Store	Closed Store	Owned
7439	743900	Council Bluff	IA	1110 Woodbury Ave	51503	Closed Store	Closed Store	Owned
31002	3100200	MOUNTAIN HOME	ID	2800 AMERICAN LEGION BLVD	83647	Non-retail	Active Non-retail	Owned
61510	6151000	Calumet City	IL	2 River Oaks S/C	60409	Closed Store	Closed Store	Owned
26985	2698500	Chicago	IL	79th/Stoney Island	60617	Non-retail	Active Non-retail	Owned
30920	3092000	Chicago	IL	7050 S Pulaski	60629	Closed Store	Closed Store	Owned
61030	6103000	Chicago	IL	6153 S Western Ave	60636	Closed Store	Closed Store	Owned
26987	2698700	Chicago *	IL	6045 (or 6007) N Western Ave	60659	Non-retail	Active Non-retail	Owned
261	26100	Danville	IL	26 N Vermillion	61832	Non-retail	Active Non-retail	Owned
2632	263200	Fairview Hts	IL	317 Lincoln Hwy	62208	Open Store	Open Store	Owned
6490	649000	HOFFMAN EST	IL	5334 Sears Parkway	60192	Non-retail	Active Non-retail	Owned

30901	3090100	Lansing	IL	17355 Torrence Ave	60438	Closed Store	Closed Store	Owned
30927	3092700	Macomb	IL	1325 East Jackson	61455	Closed Store	Closed Store	Owned
470	47000	MANTENO	IL	8374 N 4000 EAST RD	60950	Non-retail	Active Non-retail	Owned
6784	678400	Matteson	IL	4605 W Lincoln Hwy	60443	Open Store	Open Store	Owned
30900	3090000	New Lenox	IL	1500 W Lincoln Hwy	60451	Closed Store	Closed Store	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
31900	3190000	Sterling	IL	2901 E Fourth St	61081	Closed Store	Closed Store	Owned
6062	606200	Tinley Park	IL	Rte 43 & Us 6	60477	Non-retail	Active Non-retail	Owned
26185	2618500	Clarksville	IN	1416 Blackiston Mill Rd	47129	Closed Store	Closed Store	Owned
7246	724603	Richmond	IN	3150 National Road West	47374	Non-retail	Active Non-retail	Owned
8171	817100	OVERLAND PARK	KS	9000 Nieman Road	66214	Non-retail	Active Non-retail	Owned
9255	925500	Palmer	MA	Wilbraham Road (Sr 20)	01069	Open Store	Open Store	Owned
6303	630300	BANGOR	ME	60 Doane St	04401	Non-retail	Active Non-retail	Owned
31004	3100400	CHARLOTTE	MI	1658 Lansing Rd	48813	Non-retail	Active Non-retail	Owned
9245	924500	Cheboygan	MI	1131 E State St	49721	Closed Store	Closed Store	Owned
30918	3091800	Jackson	MI	3001 E Mich Ave	49202	Closed Store	Closed Store	Owned

6892	689200	Taylor	MI		48180	Non-retail	Active Non-retail	Owned
61106	6110600	Jackson	MS	1400 Metrocenter	39209	Closed Store	Closed Store	Owned
30949	3094900	Natchez	MS	280 John R Junkin Dr	39120	Closed Store	Closed Store	Owned
3213	321300	SOUTHAVEN	MS	7457 Airways	38671	Non-retail	Active Non-retail	Owned
31005	3100500	ASHEBORO	NC	1330 E. DIXIE DRIVE	27356	Non-retail	Active Non-retail	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
1475	147500	Durham	NC	6910 Fayetteville Rd Ste 400	27713	Open Store	Open Store	Owned
30961	3096100	Greensboro	NC	300 Penry Rd	27405	Non-retail	Active Non-retail	Owned
2374	237400	Vineland	NJ	8 W Landis Ave	08360	Closed Store	Closed Store	Owned
6133	613300	Reno	NV	West Side Of S. Virginia	89030	Non-retail	Active Non-retail	Owned
6298	629800	SPARKS	NV	350 Glendale Ave	89431	Non-retail	Active Non-retail	Owned
1353	135300	De Witt/Syracuse	NY	3649 Erie Blvd E	13214	Closed Store	Closed Store	Owned
1514	151400	Niagara Falls	NY	6929 Williams Rd	14304	Closed Store	Closed Store	Owned
8254	825400	ROCHESTER	NY	2213 Brighton Henrietta (Town Line Rd)	14623	Non-retail	Active Non-retail	Owned
26731	2673100	Dublin	OH	4975 Tuttle Crossing Blvd	43016	Closed Store	Closed Store	Owned
1370	137000	Eastland	OH	2765 Eastland Mall	43232	Closed Store	Closed Store	Owned

1310	131000	Elyria	OH	4900 Midway Mall	44035	Closed Store	Closed Store	Owned
2940	294000	Franklin	OH	3457 Towne Blvd	45005	Closed Store	Closed Store	Owned
3243	324303	North Canton	OH	Main Street N Canton	44720	Non-retail	Active Non-retail	Owned
6092	609200	North Canton	OH	Main Street N Canton	44720	Non-retail	Active Non-retail	Owned
1610	161000	Northgate	OH	9505 Colerain Ave	45251	Open Store	Annc'd to Close	Owned
26588	2658800	Salem	OH	5200 Salem Ave	45426	Closed Store	Closed Store	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
9676	967600	Streetsboro	OH	9059 State Rt #14	44241	Closed Store	Closed Store	Owned
37563	3756300	Washington Courthouse	OH	1666 Columbus Ave	43160	Non-retail	Active Non-retail	Owned
1150	115000	Westland	OH	4411 W Broad St	43228	Closed Store	Closed Store	Owned
1261	126100	Midwest City	OK	6909 E Reno Ave	73110	Closed Store	Closed Store	Owned
1863	186300	Johnstown	PA	540 Galleria Dr	15904	Closed Store	Closed Store	Owned
31924	3192400	Moon Twp.	PA	2000 Market Blvd - parking lot	15108	Non-retail	Active Non-retail	Owned
9394	939400	Fajardo	PR	Eastern Reg'l S/C; State Road #3	00738	Open Store	Open Store	Owned
3853	385300	Guayama	PR	Puerto Rico Hwy 3	00784	Open Store	Open Store	Owned
6488	648800	Mayaguez	PR	Western Plaza S/C	00680	Non-retail	Active Non-retail	Owned

8935	893500	RIO PIEDRAS	PR	Carr #176 Km 0.5; Gpo Box 70209	00936	Non-retail	Active Non-retail	Owned
8975	897500	RIO PIEDRAS	PR	Road #176 Km 0.5 Cupey Bajo	00936	Non-retail	Active Non-retail	Owned
30941	3094100	Sioux Falls	SD	3709 East 10Th Street	57103	Closed Store	Closed Store	Owned
446	44600	MEMPHIS	TN	3456 Meyers Rd	38108	Non-retail	Active Non-retail	Owned
30934	3093400	Memphis	TN	3201 Austin Peay	38128	Closed Store	Closed Store	Owned
26596	2659600	Memphis/Hickory	TN	6120 Hickory Ridge Mall	38115	Closed Store	Closed Store	Owned

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status	Owned/GL
8247	824700	DICKINSON	TX	1000 West Fm 517	77539	Non-retail	Active Non-retail	Owned
6874	687400	HOUSTON	TX	2737 HWY 6 S	77082	Closed Store	Closed Store	Owned
8167	816700	HOUSTON	TX	525 E Little York Rd	77037	Non-retail	Active Non-retail	Owned
61237	6123700	HOUSTON	TX	100 Greenspoint Mall	77060	Closed Store	Closed Store	Owned
2332	233200	San Antonio	TX	8551 Wurzbach Road	56701	Open Store	Open Store	Owned
1065	106500	Glen Allen	VA	10101 Brook Rd	23059	Open Store	Open Store	Owned
26717	2671700	Newport News	VA	12263 Hornsby Lane	23602	Closed Store	Closed Store	Owned
3544	354400	Salem	VA	1355 West Main Street	24153	Closed Store	Closed Store	Owned
8345	834500	VIRGINIA BEACH	VA	102 South Witchduck Rd	23462	Non-retail	Active Non-retail	Owned
2299	229900	Aberdeen	WA	1219 S Boone St	98520	Open Store	Open Store	Owned

6579	657900	Spokane	WA	7005 N Division St	99207	Open Store	Open Store	Owned
31903	3190300	Fort Atkinson	WI	1309 N High St	53538	Closed Store	Closed Store	Owned
3589	358903	Cleveland	OH	14901 Lorain Ave	44111	Non-retail	Active Non-retail	Owned
3628	362803	Tolleson	AZ	8701 West Mc Dowell	85353	Non-retail	Active Non-retail	Owned
7309	730903	TEXARKANA	TX	4520 W 7TH ST	75501	Non-retail	Active Non-retail	Owned
31930	3193003	HIALEAH	FL	5750 NW 183RD ST	33015	Non-retail	Active Non-retail	Owned

B. LEASED UNENCUMBERED REAL PROPERTY TO THE EXTENT NOT SUBJECT TO A VALID AND PERFECTED LIEN AS OF THE PETITION DATE

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
8706	870600	BIRMINGHAM	AL	262 Oxmoor Court	35209	Non-retail	Active Non-retail
24002	2400200	BIRMINGHAM	AL	2194-A Parkway Lake Dr	35244	Non-retail	Active Non-retail
2306	230600	Gadsden	AL	1001 Rainbow Dr	35901	Open Store	Annc'd to Close
49003	4900300	MOBILE	AL	3412 Demotropolis Rd	36693	Non-retail	Active Non-retail
2126	212600	Hot Springs	AR	4501 Central Ave Ste 101	71913	Open Store	Open Store
8941	894100	LITTLE ROCK	AR	1900 W 65Th St-Ste 10	72209	Non-retail	Active Non-retail

1206	120600	North Little Rock	AR	3930 Mccain Blvd	72116	Open Store	Open Store
9711	971100	Russellville	AR	2821 East Main St	72801	Open Store	Annc'd to Close
1169	116900	Chandler	AZ	3177 Chandler Village Dr	85226	Open Store	Annc'd to Close
2358	235800	Flagstaff	AZ	4800 N Us Highway 89	86004	Open Store	Annc'd to Close
1798	179800	Glendale	AZ	7780 W Arrowhead Towne Ctr	85308	Open Store	Open Store
3707	370700	Lake Havasu City	AZ	1870 Mc Cullouch Blvd	86403	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7088	708800	MESA	AZ	952 E Baseline Rd; Ste 111	85204	Non-retail	Active Non-retail
1078	107800	Mesa/East	AZ	6515 E Southern Ave	85206	Open Store	Annc'd to Close
1768	176800	Paradise Vly	AZ	4604 E Cactus Rd	85032	Open Store	Open Store
8778	877800	PHOENIX	AZ	844 N 44Th Ave Ste 2	85043	Non-retail	Active Non-retail
24521	2452100	PHOENIX	AZ	4401 Baseline Rd; Ste 205	85042	Non-retail	Active Non-retail
1708	170800	Phoenix-Desert Sky	AZ	7611 W Thomas Rd	85033	Open Store	Annc'd to Close
2218	221800	Prescott	AZ	3400 Gateway Blvd	86303	Open Store	Open Store
5865	586500	Scottsdale - Showroom	AZ	15500 Greenway-Hayden Loop	85260	Open Store	Open Store

2047	204700	Sierra Vista	AZ	2250 El Mercado Loop	85635	Open Store	Ann'd to Close
5880	588000	TEMPE	AZ	9025 S Kyrene Rd (Suites 101-105)	85284	Non-retail	Active Non-retail
49028	4902800	TEMPE	AZ	8440 S Hardy Dr	85284	Non-retail	Active Non-retail
8937	893700	TUCSON	AZ	807 S Euclid	85719	Non-retail	Active Non-retail
49011	4901100	TUCSON	AZ	4755 S Butterfield Dr	85714	Non-retail	Active Non-retail
5866	586600	Tucson (Marana) - Showroom	AZ	3850 W. Orange Grove Road	85741	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
2078	207800	Yuma	AZ	3150 S 4Th Ave	85364	Open Store	Ann'd to Close
36314	3631400	BANANI, DHAKA-1213	BANGLADESH	7TH FLOOR, BOOTH WING	---	Non-retail	Active Non-retail
4762	476200	Antioch	CA	3625 East 18Th Street	94509	Open Store	Ann'd to Close
7619	761900	Atascadero	CA	3980 El Camino Real	93422	Open Store	Open Store
9608	960800	Auburn	CA	2505 Bell Rd	95603	Open Store	Open Store
1318	131800	Bakersfield	CA	3001 Ming Ave	93304	Open Store	Ann'd to Close
1018	101800	Baldwin Hills	CA	3755 Santa Rosalia Dr	90008	Open Store	Open Store

8901	890100	BENICIA	CA	521 Stone Rd	94510	Non-retail	Active Non-retail
7653	765300	Big Bear Lake	CA	42126 Big Bear Blvd	92315	Open Store	Open Store
7756	775600	Bishop	CA	1200 N Main St	93514	Open Store	Open Store
1008	100800	Boyle	CA	2650 E Olympic Blvd	90023	Open Store	Open Store
1638	163800	Brea	CA	100 Brea Mall	92821	Closed Store	Closed Store
1268	126800	Buena Park	CA	8150 La Palma Ave	90620	Open Store	Open Store
3834	383400	Burbank	CA	1000 San Fernando Road	91504	Open Store	Open Store
7165	716500	Camarillo	CA	940 Arneill Rd	93010	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1518	151800	Cerritos	CA	100 Los Cerritos Mall	90703	Open Store	Ann'd to Close
3086	308600	Chico	CA	2155 Pillsbury Rd	95926	Open Store	Open Store
1358	135800	Chula Vista	CA	565 Broadway	91910	Open Store	Open Store
1098	109800	Clovis	CA	1140 Shaw Ave	93612	Open Store	Open Store
3582	358200	Clovis	CA	1075 Shaw Ave	93612	Open Store	Ann'd to Close
7098	709800	Concord	CA	5100 Clayton Road	94521	Open Store	Open Store
5798	579800	Concord-McPhails Showroom	CA	2260 Commerce Ave Ste E	94520	Open Store	Open Store
1388	138800	Costa Mesa	CA	3333 Bristol St	92626	Open Store	Ann'd to Close

4047	404700	Costa Mesa	CA	2200 Harbor Blvd	92627	Open Store	Open Store
5382	538200	Costa Mesa	CA	3333 Bristol St.	92626	Open Store	Open Store
3945	394500	Delano	CA	912 County Line Rd	93215	Open Store	Ann'd to Close
1988	198800	El Centro	CA	3751 S Dogwood Ave	92243	Open Store	Ann'd to Close
2628	262800	Eureka	CA	3300 Broadway	95501	Open Store	Open Store
1408	140800	Florin	CA	5901 Florin Rd	95823	Open Store	Ann'd to Close
8963	896300	Fontana	CA	14650 Miller Ave	92336	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1208	120800	Fresno	CA	3636 N Blackstone Ave	93726	Open Store	Open Store
8366	836600	Fresno	CA	1922 N HELM AVE	93727	Non-retail	Active Non-retail
8913	891300	Fresno	CA	3688 E. Central Avenue	93725	Non-retail	Active Non-retail
7195	719500	Goleta	CA	6865 Hollister Ave	93117	Closed Store	Closed Store
9746	974600	Grass Valley	CA	111 W Mc Knight Way	95949	Open Store	Open Store
2656	265600	Hanford	CA	Hanford Mall - 1545 Mall Drive	93230	Open Store	Open Store
1248	124800	Hayward	CA	660 W Winton Ave	94545	Open Store	Open Store

5689	568900	HAYWARD	CA	30803 SANTANA STREET	94544	Non-retail	Active Non-retail
4819	481900	Lakeport	CA	2019 South Main	95453	Open Store	Open Store
8258	825800	LAKEWOOD	CA	5436 Woodruff Ave	90713	Non-retail	Active Non-retail
3982	398200	Lemoore	CA	215 W Hanford/Armona Rd	93245	Open Store	Ann'd to Close
24510	2451000	LIVERMORE	CA	283 E Airway Blvd	94551	Non-retail	Active Non-retail
7225	722500	Los Angeles	CA	6310 W 3Rd Street	90036	Open Store	Ann'd to Close
8253	825300	MCQUELLAN	CA	4326 Forcum Ave	95652	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7390	739000	McKinleyville	CA	1500 Anna Sparks Way	95521	Open Store	Open Store
2298	229800	Merced	CA	1011 W Olive Ave	95348	Open Store	Ann'd to Close
8868	886800	MILPITAS	CA	1021 Cadillac Ct	95035	Non-retail	Active Non-retail
8780	878000	Mira Loma	CA	3100 Milliken Ave	91752	Non-retail	Active Non-retail
8928	892800	MIRA LOMA(JURUPA VL)	CA	11385 Venture Dr; Bldg A	91752	Non-retail	Active Non-retail
1618	161800	Modesto	CA	100 Vintage Faire Mall	95356	Open Store	Ann'd to Close

3345	334500	Modesto	CA	1351 E Hatch Rd	95351	Open Store	Ann'd to Close
1748	174800	Montclair	CA	5080 Montclair Plz Ln	91763	Open Store	Open Store
1998	199800	Montebello	CA	1401 N Montebello Blvd	90640	Open Store	Ann'd to Close
1868	186800	Moreno Vly	CA	22550 Town Cir	92553	Open Store	Open Store
1698	169800	Newark	CA	6000 Mowry Ave	94560	Closed Store	Closed Store
1168	116800	No Hollywood	CA	12121 Victory Blvd	91606	Open Store	Open Store
4421	442100	North Hollywood	CA	13007 Sherman Way	91605	Open Store	Open Store
1508	150800	Northridge	CA	9301 Tampa Ave	91324	Open Store	Open Store
3842	384200	Oakdale	CA	175 Maag Avenue	95361	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
3483	348300	Ontario	CA	2530 S Euclid Ave	91762	Open Store	Ann'd to Close
8287	828700	Ontario	CA	5600 East Airport Rd	91761	Non-retail	Active Non-retail
8729	872900	ONTARIO	CA	5691 E Philadelphia; Ste 100	92337	Non-retail	Active Non-retail
1968	196800	Palm Desert	CA	72-880 Hwy 111	92260	Open Store	Open Store
9551	955100	Paradise	CA	6600 Clark Road	95969	Open Store	Open Store
3501	350100	Petaluma	CA	261 N Mc Dowell Blvd	94954	Open Store	Open Store

3531	353100	Pinole	CA	1500 Fitzgerald Dr	94564	Open Store	Annc'd to Close
7471	747100	Placerville	CA	3968-A Missouri Flat Road	95667	Open Store	Annc'd to Close
1019	101900	Pleasanton	CA	1700 Stoneridge Dr	94588	Open Store	Annc'd to Close
3678	367800	Ramona	CA	1855 Main Street	92065	Open Store	Open Store
5668	566800	Rancho Cordova	CA	11340 WHITE ROCK ROAD	95742	Open Store	Open Store
4349	434900	Redwood City	CA	1155 Veteran'S Blvd	94063	Open Store	Open Store
1298	129800	Riverside	CA	5261 Arlington Ave	92504	Open Store	Open Store
4706	470600	Riverside	CA	375 E Alessandro Blvd	92508	Open Store	Annc'd to Close
7175	717500	Riverside	CA	7840 Limonite Ave	92509	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
5784	578400	ROHNERT PARK	CA	6085 State Farm Drive	94928	Non-retail	Active Non-retail
8768	876800	SACRAMENTO	CA	1200 Blumenfeld Dr	95815	Non-retail	Active Non-retail
24547	2454700	SACRAMENTO	CA	1200 Del Paso Rd; Ste 100	95834	Non-retail	Active Non-retail
1688	168800	Salinas	CA	1700 N Main St	93906	Open Store	Open Store
3412	341200	Salinas	CA	1050 North Davis Road	93907	Open Store	Open Store
1398	139800	San Bernardino	CA	100 Inland Ctr	92408	Open Store	Open Store

1478	147800	San Bruno	CA	1178 El Camino Real	94066	Open Store	Open Store
8748	874800	SAN DIEGO	CA	960 Sherman St	92110	Non-retail	Active Non-retail
24523	2452300	SAN DIEGO	CA	9586 Distribution Ave; Ste F	92121	Non-retail	Active Non-retail
62529	6252900	San Diego	CA	7655 Clairemont Mesa Blvd	92111	Closed Store	Closed Store
31882	3188200	San Diego	CA	5405 University Ave	92105	Closed Store	Closed Store
5000	500000	San Francisco	CA	310 Carolina Street	94103	Open Store	Open Store
38112	3811200	San Francisco	CA	201 Spear St	94105	Non-retail	Active Non-retail
8398	839800	SAN JOSE	CA	1202 S Sixth St	95112	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
38734	3873400	San Jose	CA	1735 Technology Drive, Suite 600	95110	Non-retail	Active Non-retail
1488	148800	San Jose-Eastridge	CA	2180 Tully Rd	95122	Open Store	Open Store
30969	3096900	San Leandro	CA	250 Floresta Blvd	94578	Closed Store	Closed Store
5787	578700	San Rafael - McPhails Showroom	CA	530 W Francisco Blvd	94901	Open Store	Open Store
8369	836900	SANTA ANA	CA	400 W Warner Ave	92707	Non-retail	Active Non-retail

8808	880800	SANTA ANA	CA	500 W Warner Ave #28	92707	Non-retail	Active Non-retail
2138	213800	Santa Barbara	CA	3845 State St	93105	Open Store	Open Store
5764	576400	Santa Clara	CA	52 Winchester Blvd; Suite A	95050	Non-retail	Active Non-retail
24548	2454800	SANTA CLARITA	CA	28159 AVENUE STANFORD	91355	Non-retail	Active Non-retail
2308	230800	Santa Cruz	CA	4015 Capitola Rd	95062	Open Store	Annc'd to Close
24524	2452400	Santa Fe Springs	CA	10415 Slushier Dr	90670	Non-retail	Active Non-retail
2088	208800	Santa Maria	CA	200 Town Ctr E	93454	Open Store	Open Store
7639	763900	Santa Paula	CA	895 Faulkner Road	93060	Open Store	Open Store
1658	165800	Santa Rosa	CA	100 Santa Rosa Plz	95401	Open Store	Annc'd to Close

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
9153	915300	South Lake Tahoe	CA	1056 Emerald Bay Rd	96150	Open Store	Open Store
3076	307600	Spring Valley	CA	935 Sweetwater Rd	91977	Open Store	Annc'd to Close
3174	317400	Stockton	CA	2180 E Mariposa Rd	95205	Open Store	Open Store
8708	870800	STOCKTON	CA	2115 Sinclair Avenue	95215	Non-retail	Active Non-retail
8758	875800	SYLMAR	CA	14090 Balboa Blvd	91342	Non-retail	Active Non-retail

4751	475100	Tehachapi	CA	710 West Tehachapi	93561	Open Store	Open Store
1108	110800	Temecula	CA	40710 Winchester Rd	92591	Open Store	Open Store
3127	312700	Temple City	CA	5665 N Rosemead Blvd	91780	Open Store	Open Store
2059	205900	Tracy	CA	3350 Naglee Rd	95304	Open Store	Open Store
62538	6253800	TUSTIN	CA	2505 El Camino Real	92782	Closed Store	Closed Store
3018	301800	Valencia	CA	23222 W Valencia Blvd	91355	Closed Store	Closed Store
1148	114800	Ventura	CA	3295 E Main St	93003	Open Store	Open Store
68738	3685300	VERNON	CA	2700 Fruitland Ave	90058	Non-retail	Active Non-retail
68738	6873800	VERNON	CA	5525 S. Soto Street	90058	Non-retail	Active Non-retail
2829	282900	Victorville	CA	14420 Bear Valley Rd	92392	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
6628	662800	VICTORVILLE	CA	13695 Mariposa Rd	92395	Non-retail	Active Non-retail
2068	206800	Visalia	CA	3501 S Mooney Blvd	93277	Open Store	Open Store
2068	206802	Visalia	CA	3501 S Mooney Blvd	93277	Non-retail	Active Non-retail
9761	976100	Visalia	CA	3247 W Noble Ave	93277	Open Store	Annc'd to Close
1189	118900	West Covina	CA	1209 Plz Dr	91790	Open Store	Open Store

3235	323500	West Covina	CA	730 South Orange	91790	Open Store	Open Store
9489	948900	WEST HILLS	CA	8407 FALLBROOK AVE	91304	Non-retail	Active Non-retail
1149	114900	Whittier	CA	15600 Whittwood Ln	90603	Open Store	Open Store
2238	223800	Yuba City	CA	1235 Colusa Ave	95991	Open Store	Open Store
1141	114100	Aurora	CO	14200 E Alameda Ave	80012	Open Store	Open Store
8290	829000	Brighton	CO	18875 Bromley Lane	80601	Non-retail	Active Non-retail
1131	113100	Centennial	CO	7001 S University Blvd	80122	Open Store	Annc'd to Close
1221	122100	Chapel Hills	CO	1650 Briargate Blvd	80920	Open Store	Open Store
4224	3193100	Denver	CO	2150 S Monaco St Pkwy	80222	Closed Store	Closed Store
24507	2450700	DENVER	CO	12330E 46Th Ave; Unit 300	80239	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
2361	236100	Grand Junction	CO	100 Mesa Mall	81505	Open Store	Annc'd to Close
1071	107100	Lakewood	CO	10785 W Colfax Ave	80215	Open Store	Annc'd to Close
7329	732900	Loveland	CO	2665 W Eisenhower	80537	Open Store	Open Store
4453	445300	Pueblo	CO	3415 N Elizabeth St	81008	Open Store	Open Store

78723	7872300	Becon Falls	CT	125 Railroad Ave	06403	Non-retail	Active Non-retail
1303	130300	Danbury	CT	7 Backus Ave (Ex 3 Rt 84)	06810	Open Store	Open Store
1014	101400	Enfield	CT	90 Elm St	06082	Closed Store	Closed Store
1134	113400	Milford	CT	1201 Boston Post RdSp 2095	06460	Open Store	Annc'd to Close
3495	349500	Milford	CT	589 Bridgeport Ave	06460	Open Store	Annc'd to Close
8743	874300	NEWINGTON	CT	65 Holmes Rd	06111	Non-retail	Active Non-retail
24592	2459200	ROCKY HILL	CT	51 Belamos Ave	06067	Non-retail	Active Non-retail
3216	321600	Vernon	CT	295 Hartford Turnpike	06066	Open Store	Open Store
1193	119300	Waterford	CT	850 Hartford Tnpk	06385	Open Store	Annc'd to Close
7109	710900	Watertown	CT	595 Straits Turnpike	06795	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
8723	872300	West Haven	CT	190 Frontage Rd	06516	Non-retail	Active Non-retail
4807	480700	Bear	DE	301 Governor Place	19701	Open Store	Open Store
4456	445600	BRIDGEVILLE	DE	7494 Federalsburg Road	19933	Non-retail	Active Non-retail

2654	265400	Dover	DE	1000 Dover Mall	19901	Closed Store	Closed Store
7725	772500	Rehoboth Beach	DE	19563 Coastal Hwy, Unit A	19971	Open Store	Open Store
3873	387300	Wilmington	DE	4700 Limestone Road	19808	Open Store	Open Store
1355	135500	Altamonte Spg	FL	451 E Altamonte Dr Ste 401	32714	Closed Store	Closed Store
24033	2403300	ALTAMONTE SPG	FL	1260 American Way#156	32714	Non-retail	Active Non-retail
3317	331700	Boca Raton	FL	1401 W Palmetto Park Rd	33486	Open Store	Open Store
5958	595800	Bonita Springs Showroom	FL	27180 Bay Landing Dr	34135	Open Store	Open Store
1755	175500	Boynton Beach	FL	801 N Congress Ave	33426	Open Store	Open Store
2565	256500	Bradenton	FL	303 Us Hwy 301 Blvd W	34205	Open Store	Annc'd to Close
7321	732100	Bradenton	FL	7321 Manatee Ave West	34209	Open Store	Open Store
1007	100700	Brandon	FL	686 Brandon Town Center Mall	33511	Open Store	Open Store
1125	112500	Coral Gables	FL	3655 Sw 22Nd St	33145	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1715	171500	Doral(Miami)	FL	1625 Nw 107Th Ave	33172	Open Store	Annc'd to Close
4893	489300	Ellenton	FL	6126 Highway 301	34222	Open Store	Open Store
7067	706700	Fort Myers	FL	3853 Cleveland Ave S	33901	Closed Store	Closed Store

1495	149500	Ft Myers	FL	4125 Cleveland Ave Suite 88	33901	Open Store	Open Store
5863	586300	Ft Myers	FL	7916 Drew Circle	33967	Non-retail	Active Non-retail
8972	897200	FT MYERS	FL	10898 Metro Parkway	33966	Non-retail	Active Non-retail
8990	899000	FT PIERCE	FL	All South Delivery	34945	Non-retail	Active Non-retail
3424	342400	Gainesville	FL	900 N W 76 Boulevard	32606	Open Store	Ann'd to Close
1345	134500	Hialeah/Westland	FL	1625 W 49Th St	33012	Open Store	Open Store
3818	381800	Hollywood	FL	3800 Oakwood Blvd	33020	Open Store	Open Store
425	42500	JACKSONVILLE	FL	10512 Busch Dr N	32218	Non-retail	Active Non-retail
7979	797900	JACKSONVILLE	FL	3555-1 St Johns Bluff Road S	32224	Non-retail	Active Non-retail
2315	231500	Jensen Bch(Stuart)	FL	3342 Nw Federal HwyUs 1	34957	Open Store	Open Store
9614	961400	Key Largo	FL	101399 Overseas Highway	33037	Open Store	Open Store
2215	221500	Key West	FL	3200 N Roosevelt Blvd	33040	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
4725	472500	Key West	FL	2928 North Roosevelt Blvd	33040	Open Store	Open Store
49012	4901200	LAKE MARY	FL	3200 Lake Emma Rd; Suite 1020	32746	Non-retail	Active Non-retail

1955	195500	Lakeland	FL	3800 Us Highway 98 N Ste 500	33809	Open Store	Annc'd to Close
3269	326900	Lantana	FL	1201 S Dixie	33462	Open Store	Open Store
2745	274500	Leesburg	FL	10401 Us Highway 441 Ste 2002	34788	Open Store	Open Store
9224	922400	Marathon	FL	5561 Overseas Hwy	33050	Open Store	Open Store
2245	224500	Melbourne	FL	1050 S Babcock St	32901	Open Store	Annc'd to Close
3074	307400	Miami	FL	14091 S W88Th St	33186	Open Store	Open Store
3793	379300	Miami	FL	12350 Sw 8Th Street	33184	Open Store	Annc'd to Close
4728	472800	Miami	FL	3825 7Th Street North W	33126	Open Store	Open Store
8065	806500	MIAMI	FL	3301 Nw 107Th Ave	33178	Non-retail	Active Non-retail
5991	599100	Miami - Showroom	FL	6300 S Dixie Hwy	33143	Open Store	Open Store
1365	136500	Miami/Cutler Rdg	FL	20701 Sw 112Th Ave	33189	Open Store	Open Store
2056	205600	Mry Est/Ft Wltn Bch	FL	300 Mary Esther Blvd	32569	Open Store	Annc'd to Close
2695	269500	Naples	FL	2000 9Th StN	34102	Open Store	Annc'd to Close

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
5237	523700	Oakland Park	FL	3484 NE 12th Ave	33334	Open Store	Open Store
1006	100600	Ocala	FL	3100 Sw College Rd Ste 300	34474	Open Store	Annc'd to Close

8864	886400	OCALA	FL	5041 W Silver Springs Blvd	34482	Non-retail	Active Non-retail
2805	280500	Panama City	FL	733 N Highway 231	32405	Open Store	Annc'd to Close
1775	177500	Pembroke Pines	FL	12055 Pines Blvd	33026	Open Store	Open Store
31918	3191800	Pembroke Pines	FL	10501 Pines Blvd	33026	Closed Store	Closed Store
8066	806600	PENSACOLA	FL	7801 Sears Blvd	32514	Non-retail	Active Non-retail
8957	895700	PENSACOLA	FL	7801 Sears Blvd	32514	Non-retail	Active Non-retail
24019	2401900	PENSACOLA	FL	8761 Ely Rd; Unit B	32514	Non-retail	Active Non-retail
1205	120500	Pompano Beach	FL	2251 N Federal Hwy	33062	Open Store	Annc'd to Close
5962	596200	Pompano Beach -Showroom	FL	1742 W. Atlantic Blvd	33069	Open Store	Open Store
2145	214500	Port Charlotte	FL	1441 Tamiami Trl	33948	Open Store	Open Store
5976	597600	Sarasota	FL	5670 Fruitville Rd	34232	Open Store	Open Store
4355	435500	St. Petersburg	FL	4501 66Th Street N	33709	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
8815	881500	SUNRISE	FL	900 International Parkway	33323	Non-retail	Active Non-retail
8895	889500	TAMPA	FL	8640 Elm Fair Blvd	33610	Non-retail	Active Non-retail

24023	2402300	TAMPA	FL	4713 Oak Fair Blvd	33610	Non-retail	Active Non-retail
1745	174500	Tampa/Westshore	FL	347 Westshore Plz	33609	Open Store	Open Store
1465	146500	Tampa-University	FL	2266 University Square Mall	33612	Open Store	Annc'd to Close
1066	106600	The Avenues	FL	10302 Southside Blvd	32256	Open Store	Open Store
7294	729400	Vero Beach	FL	1501 U S 1	32960	Open Store	Open Store
5959	595900	West Palm Bch - Showroom	FL	400 Northpoint Pkwy Ste403	33407	Open Store	Open Store
5185	518500	Winter Park	FL	500 S. Park Avenue	32789	Open Store	Open Store
8825	882500	WINTER PARK	FL	3825 Forsyth Rd	32792	Non-retail	Active Non-retail
1385	138500	Atlanta	GA	1500 Cumberland Mall Se	30339	Open Store	Annc'd to Close
4931	493100	AUGUSTA	GA	2417 Regency Blvd Ste 6	30906	Non-retail	Active Non-retail
3713	371300	Covington	GA	6239 Turner Lake Road	30014	Open Store	Annc'd to Close
2505	250500	Gainesville	GA	150 Pearl Nix Pkwy	30501	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
24018	2401800	NORCROSS	GA	1650 International Court, Unit 200	30093	Non-retail	Active Non-retail
3978	397800	Peachtree City	GA	400 Crosstown Road	30269	Open Store	Annc'd to Close

8872	887200	PENDERGRASS	GA	580 Raco Parkway	30575	Non-retail	Active Non-retail
1305	130500	Savannah	GA	7810 Abercorn St	31406	Open Store	Annc'd to Close
8902	890200	SAVANNAH	GA	3 Patton Rd; Ste 150 Bldg G	31405	Non-retail	Active Non-retail
1578	157800	Aiea Oahu-Pearl Rdg	HI	98-180 Kamehameha Hwy	96701	Open Store	Open Store
2388	238800	Hilo(Sur)	HI	111 E Puainako St	96720	Open Store	Open Store
2388	238802	Hilo(Sur)	HI	111 E Puainako St	96720	Non-retail	Active Non-retail
1681	168100	Honolulu	HI	1505 Kapiolani Blvd	96815	Open Store	Open Store
6248	624800	KAHULUI	HI	142 Alamaha St	96732	Non-retail	Active Non-retail
36318	3631800	KOWLOON	HK	8 ARGYLE STREET	---	Non-retail	Active Non-retail
36318	3631803	KOWLOON	HK	8 ARGYLE STREET	---	Non-retail	Active Non-retail
36318	3631804	Shanghai	HK	Unit 01-11, Floor 7, Plaza 336	---	Non-retail	Active Non-retail
9220	922000	Algona	IA	1501 Hwy 169 N	50511	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7767	776700	Charles City	IA	1405 South Grand	50616	Open Store	Open Store
9222	922200	Cherokee	IA	1111 N 2Nd	51012	Open Store	Annc'd to Close

3447	344700	Clive	IA	10331 University Ave	50325	Closed Store	Closed Store
3097	309700	Council Bluffs	IA	2803 E Kanesville Blvd	51503	Open Store	Annc'd to Close
45113	4511300	DES MOINES	IA	1605 NE 58TH AVE	64150	Non-retail	Active Non-retail
2422	242200	Sioux City	IA	4480 Sergeant Rd	51106	Open Store	Open Store
1072	107200	Waterloo	IA	2060 Crossroads Blvd	50702	Closed Store	Closed Store
9309	930900	Webster City	IA	2307 Superior	50595	Open Store	Annc'd to Close
1229	122900	Boise	ID	460 N Milwaukee St	83704	Open Store	Annc'd to Close
8711	871100	BOISE	ID	7095 Bethel Street	83704	Non-retail	Active Non-retail
2278	227800	Idaho Falls	ID	2300 E 17Th St	83404	Open Store	Open Store
7033	703300	Lewiston	ID	1815-21St St	83501	Open Store	Open Store
7006	700600	Twin Falls	ID	2258 Addison Ave East	83301	Open Store	Open Store
7951	795100	AURORA	IL	4020 Fox Valley Center Dr	60504	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
2840	284000	Bloomington	IL	1631 E Empire St	61701	Open Store	Annc'd to Close

8844	884400	BLOOMINGTON	IL	3 Quest Dirve Units301-302	61704	Non-retail	Active Non-retail
4381	438100	Bridgeview	IL	7325 W 79Th Street	60455	Open Store	Open Store
8350	835000	Bridgeview	IL	7310 W 87TH ST	60455	Non-retail	Active Non-retail
25009	2500900	Bridgeview	IL	10004 S 76 Ave - Unit C	60455	Non-retail	Active Non-retail
25008	2500800	BUFFALO GROVE	IL	1005 Commerce Ct	60089	Non-retail	Active Non-retail
3371	337100	Chicago	IL	3443 W Addison	60618	Open Store	Open Store
37914	3791400	Chicago	IL	2 N State St	60602	Non-retail	Active Non-retail
4214	421400	Des Plaines	IL	1155 Oakton St	60018	Open Store	Open Store
36950	3695000	ELGIN	IL	2428-2432 Bath Road	60124	Non-retail	Active Non-retail
8555	855500	Elk Grove Village	IL	1500 Higgins Rd	60007	Non-retail	Active Non-retail
24509	2450900	ELK GROVE VLG	IL	1370 E Higgins Rd; Unit B	60007	Non-retail	Active Non-retail
8730	873000	GRANITE CITY	IL	117 Industrial Dr	62040	Non-retail	Active Non-retail
45114	4511400	GRANITE CITY	IL	117 INDUSTRIAL DR	62040	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status

1740	174000	Joliet	IL	3340 Mall Loop Dr	60431	Open Store	Ann'd to Close
440	44000	MANTENO	IL	1600 N Boudreau Rd	60950	Non-retail	Active Non-retail
8720	872000	MELROSE PARK	IL	2065 George St	60160	Non-retail	Active Non-retail
24544	2454400	MOKENA	IL	8901 W 192Nd Street; Ste C	60448	Non-retail	Active Non-retail
4297	429700	Moline	IL	5000 23Rd Ave	61265	Open Store	Ann'd to Close
1212	121200	N Riverside	IL	7503 W Cermak Rd	60546	Open Store	Open Store
8262	826200	NAPERVILLE	IL	1835 Ferry Rd	60563	Non-retail	Active Non-retail
1290	129000	Niles	IL	400 Golf Mill Ctr	60714	Open Store	Ann'd to Close
9348	934800	Norridge	IL	4210 N Harlem Ave	60706	Open Store	Ann'd to Close
1300	130000	Oakbrook	IL	2 Oakbrook Ctr	60523	Open Store	Open Store
4433	443300	Quincy	IL	3701 Broadway St	62301	Open Store	Ann'd to Close
2990	299000	Rockford-Cherryvale	IL	7200 Harrison Ave	61112	Open Store	Open Store
8871	887100	ROMEOVILLE	IL	1701 W Normantown Road	60446	Non-retail	Active Non-retail
8934	893400	ROMEOVILLE	IL	1801 W. Normantown Road	60446	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7289	728900	Steger	IL	3231 Chicago Rd	60475	Open Store	Annc'd to Close
9124	912400	Elwood	IN	1519 State Road 37 S	46036	Open Store	Open Store
8017	801700	EVANSVILLE	IN	333 N Plaza East Blvd	47715	Non-retail	Active Non-retail
8013	801300	FORT WAYNE	IN	6420 Wilson Dr	46806	Non-retail	Active Non-retail
1830	183000	Ft Wayne	IN	4201 Coldwater Rd	46805	Open Store	Annc'd to Close
1470	147000	Greenwood	IN	1251 Us Highway 31 N	46142	Open Store	Annc'd to Close
9354	935400	Griffith	IN	430 W Ridge Rd	46319	Open Store	Annc'd to Close
8750	875000	INDIANAPOLIS	IN	5160 W 81St St - West Dock	46268	Non-retail	Active Non-retail
3823	382300	Jasper	IN	723 3Rd Ave	47546	Open Store	Annc'd to Close
7243	724300	Kokomo	IN	705 North Dixon	46901	Open Store	Open Store
9030	903000	Peru	IN	11 Sherwood Square	46970	Open Store	Open Store
7246	724600	Richmond	IN	3150 National Road West	47374	Open Store	Open Store
8014	801400	SOUTH BEND	IN	630 East Bronson Street	46601	Non-retail	Active Non-retail
2600	260000	Terre Haute	IN	3401 S Us Highway 41	47802	Open Store	Annc'd to Close

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
9122	912200	Warsaw	IN	3350 U S 30 East	46580	Open Store	Open Store
4215	421500	Kansas City	KS	7836 State Ave	66112	Open Store	Annc'd to Close
8273	827300	Lawrence	KS	2400 Kresge Rd	66049	Non-retail	Active Non-retail
24512	2451200	LENEXA	KS	8246 Neiman Rd Bldg 1	66214	Non-retail	Active Non-retail
8420	842000	OLATHE	KS	14804 117TH STREET	66062	Non-retail	Active Non-retail
7169	716900	Salina	KS	400 South Broadway	67401	Open Store	Annc'd to Close
8081	808100	WICHITA	KS	2940 S Minneapolis Ave	67216	Non-retail	Active Non-retail
2546	254600	Bowling Green	KY	2625 Scottsville Rd	42104	Open Store	Annc'd to Close
3029	302900	Erlanger	KY	3071 Dixie Hwy	41018	Open Store	Open Store
7229	722900	Grayson	KY	600 C W Stevens Blvd	41143	Open Store	Annc'd to Close
8920	892000	LOUISVILLE	KY	3509 Bashford Ave	40218	Non-retail	Active Non-retail
24015	2401500	LOUISVILLE	KY	12900 Fenwick CenterDr; Ste B	40223	Non-retail	Active Non-retail
1790	179000	Louisville-Okolona	KY	4807 Outer Loop	40219	Open Store	Annc'd to Close

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
3941	394100	Russell Springs	KY	Northridge S/C Us Hwy 127	42642	Open Store	Annc'd to Close
7255	725500	Somerset	KY	411 Russell Dyche Hwy	42501	Open Store	Open Store
8896	889600	GONZALES	LA	810 Hwy 30 West; Suite F	70737	Non-retail	Active Non-retail
2016	201600	Hammond	LA	2000 Sw Railroad Ave	70403	Open Store	Annc'd to Close
8736	873600	HARAHAN	LA	624 Elmwood Pkwy	70123	Non-retail	Active Non-retail
1336	133600	Lake Charles	LA	640 W Prien Lake Rd	70601	Closed Store	Closed Store
1226	122600	Metairie	LA	4400 Veterans Mem Blvd	70006	Open Store	Open Store
4810	481000	Metairie	LA	2940 Veterans Blvd	70002	Open Store	Open Store
7223	722300	Metairie	LA	7000 Veterans Memorial	70003	Open Store	Annc'd to Close
24564	2456403	ST ROSE	LA	110 Widgeon Dr; Ste 190	70087	Non-retail	Active Non-retail
7104	710400	Acton	MA	252 Main St	01720	Open Store	Open Store
1213	121300	Auburn	MA	385 Southbridge St	01501	Open Store	Open Store
3288	328800	Billerica	MA	484 Boston Rd	01821	Open Store	Open Store
4407	440700	Brockton	MA	2001 Main Street	02301	Open Store	Open Store

1343	134300	Cambridge	MA	100 Cambridgeside Pl	02141	Open Store	Ann'd to Close
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Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
4444	444400	Fitchburg	MA	140 Whalon St	01420	Closed Store	Closed Store
1243	124300	Hanover	MA	1775 Washington St	02339	Open Store	Open Store
1273	127300	Holyoke	MA	50 Holyoke St	01040	Open Store	Ann'd to Close
2323	232300	Hyannis	MA	793 Lyannough Road Rte 132	02601	Open Store	Ann'd to Close
3040	304000	Hyannis	MA	768 Iyanough Rd	02601	Open Store	Open Store
1133	113300	Leominster	MA	100 Commercial Rd	01453	Open Store	Open Store
1403	140300	Natick	MA	1235 Worcester Rd &	01760	Open Store	Ann'd to Close
2373	237300	No Dartmouth	MA	100 N Dartmouth Mall	02747	Open Store	Open Store
1053	105300	Saugus	MA	1325 Broadway	01906	Open Store	Open Store
3486	348600	Somerville	MA	77 Middlesex Ave	02145	Open Store	Open Store
9692	969200	Webster	MA	Route 12	01570	Open Store	Open Store
8851	885100	WESTWOOD	MA	349 University Ave	02090	Non-retail	Active Non-retail
1725	172500	Annapolis	MD	1040 Annapolis Mall	21401	Open Store	Open Store
3256	325600	Baltimore	MD	8980 Waltham Woods Rd	21234	Open Store	Open Store

24504	2450400	BALTIMORE	MD	2700 Lord Baltimore Dr; Ste 140	21244	Non-retail	Active Non-retail
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Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
2823	282300	Baltimore/E Pt	MD	7885 Eastern Blvd	21224	Closed Store	Closed Store
1424	142400	Bethesda	MD	7103 Democracy Blvd	20817	Open Store	Open Store
2034	203400	Bowie	MD	15700 Emerald Way	20716	Open Store	Annc'd to Close
1844	184400	Columbia	MD	10300 Little Patuxent Pkwy	21044	Open Store	Annc'd to Close
8814	881400	COLUMBIA	MD	8700 Robert Fulton Drive	21046	Non-retail	Active Non-retail
2774	277400	Cumberland	MD	1262 Vocke Rd	21502	Open Store	Open Store
7713	771300	Edgewater	MD	3207 Solomons Island Rd	21037	Open Store	Open Store
2664	266400	Frederick	MD	5500 Buckeystown Pike	21703	Open Store	Open Store
3131	313100	Frederick	MD	1003 W Patrick St	21702	Open Store	Open Store
1754	175400	Gaithersburg	MD	701 Russell Ave	20877	Open Store	Open Store
3172	317200	Hagerstown	MD	1713 Massey Blvd	21740	Open Store	Open Store
3798	379800	Hyattsville	MD	6411 Riggs Road	20783	Open Store	Open Store
9277	927700	ODENTON	MD	1781 Crossroads Dr	21113	Non-retail	Active Non-retail
3654	365400	Oxon Hill	MD	6163 Oxon Hill Road	20745	Open Store	Annc'd to Close

3807	380700	Prince Frederick	MD	835 Solomons Island Rd N	20678	Open Store	Ann'd to Close
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Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1773	177300	Salisbury	MD	2306 N Salisbury Blvd	21801	Open Store	Open Store
4399	439900	Silver Spring	MD	14014 Connecticut Ave	20906	Open Store	Open Store
7673	767300	Stevensville	MD	200 Kent Landing	21666	Open Store	Open Store
2963	296300	Westminster	MD	400 N Center St	21157	Open Store	Ann'd to Close
3021	302100	Auburn	ME	603 Center St	04210	Open Store	Open Store
7133	713300	Augusta	ME	58 Western Avenue	04330	Open Store	Open Store
2203	220300	Brunswick	ME	8 Gurnet Rd	04011	Open Store	Open Store
9521	952100	Madawaska	ME	417 Main Street	04756	Open Store	Ann'd to Close
2183	218302	So Portland	ME	400 Maine Mall Rd	04106	Non-retail	Active Non-retail
3380	338000	Waterville	ME	18 Elm Plaza	04901	Open Store	Open Store
1390	139000	Ann Arbor	MI	900 Briarwood Cir	48108	Open Store	Ann'd to Close
3155	315500	Belleville	MI	2095 Rawsonville Rd	48111	Open Store	Open Store
3820	382000	Charlevoix	MI	06600 M-66 North	49720	Open Store	Ann'd to Close
9557	955700	Grayling	MI	2425 S Grayling	49738	Open Store	Open Store

3819	381900	Hastings	MI	802 West State Street	49058	Open Store	Open Store
2050	205000	Jackson	MI	1250 Jackson XingI-94	49202	Open Store	Annc'd to Close

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
3308	330800	Lake Orion	MI	1025 M-24	48360	Open Store	Annc'd to Close
1170	117000	Lansing	MI	3131 E Michigan Ave	48912	Open Store	Open Store
1250	125000	Lincoln Park	MI	2100 Southfield Rd	48146	Open Store	Annc'd to Close
8830	883000	LIVONIA	MI	12001 Sears Ave	48150	Non-retail	Active Non-retail
3841	384100	Marshall	MI	15861 Michigan Avenue	49068	Open Store	Open Store
7068	706800	Midland	MI	1820 S Saginaw Rd	48640	Open Store	Open Store
9593	959300	Oscoda	MI	5719 N US 23	48750	Open Store	Open Store
6232	623200	Roseville	MI	32123 Gratiot Ave	48066	Open Store	Open Store
8982	898200	SAGINAW	MI	3202 W. Sawyer Drive	48601	Non-retail	Active Non-retail
1490	149000	Troy	MI	300 W 14 Mile Rd	48083	Closed Store	Closed Store
3379	337900	Waterford Twp.	MI	5100 Dixie Hwy	48329	Open Store	Open Store
8949	894900	WAYLAND	MI	1172 147Th Street	49348	Non-retail	Active Non-retail

24651	2465100	Wixom	MI	46985 Enterprise Ct	48393	Non-retail	Active Non-retail
8134	813400	WYOMING	MI	3455 Byron Center SW	49519	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
8162	816200	Eden Prairie	MN	7615 Golden Triangle Dr	55344	Non-retail	Active Non-retail
9689	968900	International Falls	MN	1606 Hwy 11-71	56649	Open Store	Open Store
1112	111200	Minnetonka	MN	12431 Wayzata Blvd	55305	Open Store	Annc'd to Close
4351	435100	Rochester	MN	201 Ninth St S E	55904	Open Store	Open Store
1052	105200	St Paul	MN	425 Rice St	55103	Open Store	Annc'd to Close
3059	305900	St. Paul	MN	245 E Maryland Ave	55117	Open Store	Open Store
24546	2454600	BRIDGETON	MO	12930 Hollenberg Dr	63044	Non-retail	Active Non-retail
7021	702100	Cape Girardeau	MO	11 South Kings Hwy 61	63703	Open Store	Annc'd to Close
9353	935300	Crystal City	MO	155 Twin City Mall	63019	Open Store	Open Store
7323	732300	FENTON	MO	639 Gravois Bluffs Blvd; Ste B	63026	Non-retail	Active Non-retail
4304	430400	Florissant	MO	1 Flower Valley Shp Ctr	63033	Open Store	Annc'd to Close

1042	104202	Joplin	MO	101 N Rangeline Rd	64801	Non-retail	Active Non-retail
7324	732400	O'Fallon	MO	20 O'Fallon Square	63366	Closed Store	Closed Store
8701	870100	RIVERSIDE	MO	761 Nw Parkway	64150	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
4026	402600	St. Joseph	MO	2901-5 N Belt Hwy	64506	Open Store	Annc'd to Close
2939	293900	Biloxi	MS	2600 Beach Rd	39531	Open Store	Open Store
7719	771900	Columbus	MS	2308 Highway 45 N	39701	Open Store	Annc'd to Close
9520	952000	Gulfport	MS	12057-A Highway 49	39503	Open Store	Open Store
88776	8877600	Olive Branch	MS	10425 Ridgewood Dr	38654	Non-retail	Active Non-retail
2106	210600	Tupelo	MS	1001 Barnes Crossing Rd	38804	Open Store	Open Store
9808	980800	Hamilton	MT	1235 North First Street	59840	Open Store	Open Store
4814	481400	Havre	MT	3180 Highway 2 West	59501	Closed Store	Closed Store
7030	703000	Kalispell	MT	2024 Us Hwy 2 E	59901	Open Store	Open Store
3886	388600	Asheville	NC	980 Brevard Road	28806	Open Store	Open Store
4112	411200	Asheville	NC	1001 Patton Ave	28806	Open Store	Annc'd to Close

2105	210500	Burlington	NC	100 Colonial Mall	27215	Open Store	Open Store
8319	831900	Charlotte	NC	9801 A Southern Pine Blvd	28273	Non-retail	Active Non-retail
8822	882200	CHARLOTTE	NC	4800 A Sirus Ln	28208	Non-retail	Active Non-retail
24005	2400500	CHARLOTTE	NC	8301 Arrowridge Blvd; Suite A	28273	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7208	720800	Clemmons	NC	2455 Lewisville-Clemmon	27012	Open Store	Open Store
1045	104500	Durham-Northgate	NC	1620 Guess Rd	27701	Open Store	Open Store
1405	140500	Fayetteville	NC	400 Cross Creek Mall	28303	Open Store	Ann'd to Close
2225	222500	Goldsboro	NC	703 N Berkeley Blvd	27534	Open Store	Ann'd to Close
8704	870400	GREENSBORO	NC	651A Brigham Rd	27409	Non-retail	Active Non-retail
24608	2460800	GREENSBORO	NC	4523 Green Point Drive	27410	Non-retail	Active Non-retail
30961	3096103	GREENSBORO	NC	300 PENRY RD	27405	Non-retail	Active Non-retail
2755	275500	Jacksonville	NC	344 Jacksonville Mall	28546	Open Store	Open Store
9619	961900	Morehead City	NC	4841 Arendell St	28557	Open Store	Open Store
9549	954900	Morganton	NC	110-112 Bost Rd	28655	Open Store	Open Store

1646	164600	Pineville	NC	11033 Carolina Place Pkwy	28134	Open Store	Annc'd to Close
3667	366700	Raleigh	NC	8701 Six Forks Road	27615	Open Store	Open Store
4450	445000	Raleigh	NC	4500 Western Blvd	27606	Open Store	Annc'd to Close
7385	738500	RALEIGH	NC	819 E Six Forks Rd	27609	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1805	180500	Raleigh (Crabtree)	NC	4601 Glenwood Ave Unit 1	27612	Open Store	Annc'd to Close
3808	380800	Statesville	NC	1530 East Broad Street	28625	Open Store	Annc'd to Close
7626	762600	Waynesville	NC	1300 Dellwood Road	28786	Open Store	Open Store
3116	311600	Wilmington	NC	815 S College Rd	28403	Closed Store	Closed Store
1375	137500	Winston Salem	NC	3320 Silas Creek Pkwy	27103	Open Store	Open Store
4272	427200	Bismarck	ND	2625 State St	58503	Open Store	Open Store
4057	405700	Fargo	ND	2301 S University Dr	58103	Open Store	Open Store
4022	402200	Grand Forks	ND	1900 S Washington St	58201	Open Store	Open Store
4353	435300	Minot	ND	1-20Th Ave S E	58701	Open Store	Open Store
9319	931900	Alliance	NE	1515 W 3Rd	69301	Open Store	Open Store
2421	242100	Grand Island	NE	175 Conestoga Mall	68803	Open Store	Open Store

2023	202300	Concord	NH	270 Loudon Rd	03301	Open Store	Open Store
3175	317500	Hooksett	NH	1267 Hooksett Rd	03106	Open Store	Open Store
8703	870300	Kingston	NH	266 Route 125	03848	Non-retail	Active Non-retail
2443	244300	Manchester	NH	1500 S Willow St	03103	Open Store	Ann'd to Close
1313	131300	Nashua	NH	310 Daniel Webster Hwy Ste 102	03060	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1313	131302	Nashua	NH	310 Daniel Webster Hwy Ste 102	03060	Non-retail	Active Non-retail
2663	266300	Portsmouth	NH	50 Fox Run Rd Ste 74	03801	Open Store	Ann'd to Close
1003	100300	Salem	NH	77 Rockingham Park Blvd	03079	Open Store	Ann'd to Close
4448	444800	Salem	NH	161 S Broadway	03079	Open Store	Open Store
7048	704800	West Lebanon	NH	200 S Main	03784	Open Store	Open Store
3438	343800	Avenel	NJ	1550 St George Ave	07001	Open Store	Open Store
7177	717700	Belleville	NJ	371-411 Main Street	07109	Open Store	Open Store
1464	146400	Deptford	NJ	1750 Deptford Cener Rd	08096	Open Store	Ann'd to Close
24603	2460300	EAST HANOVER	NJ	50 Williams Parkway	07936	Non-retail	Active Non-retail
1204	120400	Freehold	NJ	3710 US Hwy 9 Ste 1100	07728	Open Store	Open Store

3393	339300	Glassboro	NJ	779 Delsea Dr N	08028	Open Store	Ann'd to Close
3499	349900	Kearny	NJ	200 Passaic Ave	07032	Open Store	Open Store
9395	939500	Lawnside	NJ	200 White Horse Pike	08045	Closed Store	Closed Store
1574	157400	Middletown	NJ	1500 Highway 35	07748	Open Store	Ann'd to Close

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
24649	2464900	MOORESTOWN	NJ	41 TWISOME DR	08057	Non-retail	Active Non-retail
78714	7871400	Secaucus	NJ	1000 New County Road	07094	Non-retail	Active Non-retail
8835	883500	SWEDESBORO	NJ	2100 Center Square Road, Suite 125 (Bldg. K)	08085	Non-retail	Active Non-retail
3071	307100	Toms River	NJ	213 Highway 37 E	08753	Open Store	Open Store
4478	447800	Trenton	NJ	1061 Whitehorse-Mercervil	08610	Open Store	Open Store
7602	760200	Wall	NJ	1825 Highway 35	07719	Open Store	Open Store
8380	838000	WALL TOWNSHIP	NJ	1324 Wyckoff Road	07753	Non-retail	Active Non-retail
1434	143400	Wayne	NJ	50 Route 46	07470	Open Store	Open Store
3056	305600	Wayne	NJ	1020 Hamburg Turnpike	07470	Open Store	Open Store
4470	447000	West Long Branch	NJ	108 Monmouth Rd	07764	Open Store	Open Store
9413	941300	West Orange	NJ	235 Prospect Ave	07052	Open Store	Open Store

3202	320200	Westwood	NJ	700 Broadway	07675	Open Store	Open Store
8905	890500	Albuquerque	NM	5921 Midway Park Blvd NE	87109	Non-retail	Active Non-retail
1287	128700	Coronado	NM	6600 Menaul Blvd Ne Ste 700	87110	Open Store	Annc'd to Close
2597	259700	Farmington	NM	4601 E Main St	87402	Open Store	Open Store
7035	703500	Farmington	NM	3000 East Main St	87402	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7016	701600	Hobbs	NM	2220 North Grimes St	88240	Open Store	Open Store
2527	252700	Las Cruces	NM	700 S Telshor Blvd	88011	Open Store	Open Store
3301	330100	Santa Fe	NM	1712 St Michael'S Dr	87505	Open Store	Open Store
3592	359200	Las Vegas	NV	5051 E Bonanza Rd	89110	Open Store	Open Store
8970	897000	LAS VEGAS	NV	4320 N Lamb Blvd; Bldg 1 Ste 500	89115	Non-retail	Active Non-retail
5864	586400	Las Vegas - Showroom	NV	7370 S Dean Martin Drive Suite 401	89139	Open Store	Open Store
1328	132800	Las Vegas(Blvd)	NV	3450 S Maryland Pkwy	89109	Open Store	Open Store
1668	166800	Las Vegas(Meadows)	NV	4000 Meadow Ln	89107	Open Store	Open Store
5779	577900	Reno - McPhails Showroom	NV	7525 Colbert Dr Ste 108	89511	Open Store	Open Store
30960	3096000	SPARKS	NV	1750 FRANKLIN WAY	89431	Non-retail	Active Non-retail
4741	474100	Batavia	NY	8363 Lewiston Road	14020	Open Store	Annc'd to Close

9589	958900	Bath	NY	Plaza 15Route 415	14810	Open Store	Open Store
9423	942300	Bridgehampton	NY	2044 Montauk Hwy	11932	Open Store	Open Store
9420	942000	Bronx	NY	1998 Bruckner Blvd	10473	Open Store	Open Store
3415	341500	Buffalo	NY	1001 Hertel Avenue	14216	Open Store	Open Store
1984	198400	Buffalo/Hamburg	NY	S 3701 Mckinley Pkwy	14219	Open Store	Open Store
8854	885400	CHEEKTOWAGA	NY	60 Industrial Parkway	14227	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1623	162300	Clay	NY	4155 State Rt 31	13041	Closed Store	Closed Store
2453	245300	Glens Falls	NY	Aviation Rd	12804	Open Store	Annc'd to Close
9274	927400	Greenwich	NY	West Main St R D #1	12834	Open Store	Open Store
7065	706500	Horseheads	NY	1020 Center Street	14845	Open Store	Open Store
9381	938100	Huntington	NY	839 New York Ave	11743	Open Store	Open Store
2584	258400	Lakewood	NY	Rt 394 & Hunt Blvd	14750	Open Store	Annc'd to Close
9415	941500	Mahopac	NY	987 Route 6	10541	Open Store	Annc'd to Close
4034	403400	Mattydale	NY	2803 Brewerton Rd	13211	Open Store	Open Store
24601	2460100	MELVILLE	NY	35 Melville Park Rd	11747	Non-retail	Active Non-retail

8959	895900	MENANDS	NY	279 Broadway	12204	Non-retail	Active Non-retail
1414	141400	Nanuet	NY	75 W Route 59 Ste 100	10954	Open Store	Annc'd to Close
2933	293300	New Hyde Park	NY	1400 Union Tpke	11040	Open Store	Annc'd to Close
24593	2459300	NEW ROCHELLE	NY	5 Plain Ave	10801	Non-retail	Active Non-retail
7749	774900	New York	NY	250 W 34Th St	10119	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7777	777700	New York	NY	770 Broadway	10003	Open Store	Open Store
2593	259300	Newburgh	NY	1401 Route 300	12550	Open Store	Open Store
4123	412300	Niagara Falls	NY	2590 Military Rd	14304	Open Store	Annc'd to Close
4868	486800	Riverhead	NY	605 Old Country Rd	11901	Open Store	Annc'd to Close
8102	810200	ROCHESTER	NY	100 Mushroom Blvd	14623	Non-retail	Active Non-retail
2173	217300	Saratoga	NY	3065 Route 50	12866	Open Store	Open Store
3600	360000	Schenectady	NY	93 West Campbell Rd	12306	Open Store	Annc'd to Close
7676	767600	Sidney	NY	171 Delaware Ave	13838	Open Store	Open Store
1624	162400	Staten Island	NY	283 Platinum Ave	10314	Open Store	Open Store

8753	875300	SYOSSET	NY	225 Robbins Lane	11791	Non-retail	Active Non-retail
1584	158400	Victor	NY	200 Eastview Mall	14564	Open Store	Annc'd to Close
2683	268300	Watertown	NY	I-81 & Arsenal Rt 3	13601	Open Store	Open Store
7677	767700	Wellsville	NY	121 Bolivar Rd	14895	Open Store	Open Store
9392	939200	West Seneca	NY	349 Orchard Park Rd	14224	Open Store	Annc'd to Close
1674	167400	White Plains	NY	100 Main St	10601	Open Store	Open Store

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
9416	941600	White Plains	NY	399 Tarrytown Rd	10607	Open Store	Open Store
1733	173300	Yonkers	NY	Rte 87(Ny St)& Cross Ct Pkwy	10704	Open Store	Open Store
9414	941400	Yorktown Heights	NY	Rte 118, 355 Downing Dr	10598	Open Store	Open Store
1944	194400	Yorktown Hts	NY	600 Lee Blvd	10598	Open Store	Annc'd to Close
7383	738300	Barberton	OH	241 Wooster Rd North	44203	Open Store	Open Store
3286	328600	Brunswick	OH	3301 Center Rd	44212	Open Store	Open Store
1410	141000	Canton	OH	4100 Belden Village Mall	44718	Open Store	Open Store
4937	493700	Chillicothe	OH	1470 North Bridge Street	45601	Open Store	Annc'd to Close
1810	181000	Cincinnati-Eastgate	OH	4595 Eastgate Blvd	45245	Open Store	Open Store
3013	301300	Cleveland	OH	7701 Broadview Road	44131	Open Store	Open Store

8790	879000	CLEVELAND	OH	4620 Hickley Industrial Pkwy	44109	Non-retail	Active Non-retail
8712	871200	COLUMBUS	OH	1621 Georgesville Rd	43228	Non-retail	Active Non-retail
8862	886200	COLUMBUS	OH	5330 Crosswind Dr; Ste A	43228	Non-retail	Active Non-retail
24545	2454500	COLUMBUS	OH	2204 City Gate Drive	43219	Non-retail	Active Non-retail
1560	156000	Dayton Mall	OH	2700 Miamisburg Centerville Rd	45459	Open Store	Annc'd to Close

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
7209	720900	East Liverpool	OH	15891 State Rt 170	43920	Open Store	Annc'd to Close
9096	909600	Fostoria	OH	620 Plaza Dr	44830	Open Store	Open Store
7595	759500	Gahanna	OH	845 Claycraft Road	43230	Non-retail	Active Non-retail
7397	739700	Grove City	OH	2400 Stringtown Road	43123	Open Store	Open Store
30962	3096204	GROVEPORT	OH	5765 GREEN POINTE DRIVE	43125	Non-retail	Active Non-retail
7644	764400	Harrison	OH	10560 Harrison Avenue	45030	Open Store	Open Store
25016	2501600	LEWIS CENTER	OH	8482 COTTER ST	43035	Non-retail	Active Non-retail
7477	747700	Marietta	OH	502 Pike Street	45750	Open Store	Open Store

4257	425700	Middleburg Heights	OH	17840 Bagley Rd	44130	Open Store	Ann'd to Close
1430	143000	Middleburg Hts	OH	6950 W 130Th St	44130	Non-retail	Active Non-retail
8918	891800	MONROE	OH	4425 Salzman Road	45044	Non-retail	Active Non-retail
1564	156400	Niles	OH	5320 Youngstown Rd	44446	Open Store	Ann'd to Close
3243	324300	North Canton	OH	1447 N Main St	44720	Open Store	Open Store
1210	121000	Polaris	OH	1400 Polaris Pkwy	43240	Open Store	Open Store
2104	210400	St Clairsville	OH	Banfield Rd & I-70	43950	Open Store	Open Store

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3142	314200	Tallmadge	OH	555 South Ave	44278	Open Store	Open Store
24538	2453800	WARRENSVLL HT	OH	4829 Galaxy Pky	44128	Non-retail	Active Non-retail
4782	478200	Clinton	OK	2501 Redwheat Drive	73601	Open Store	Open Store
26716	2671600	LAWTON	OK	416 Se F Ave	73501	Non-retail	Active Non-retail
2311	231100	Norman	OK	3201 W Main St	73072	Open Store	Ann'd to Close
1091	109100	Okla City/Sequoyah	OK	4400 S Western Ave	73109	Closed Store	Closed Store
8931	893100	OKLAHOMA CITY	OK	1425 S Central	73129	Non-retail	Active Non-retail

4363	436300	TULSA	OK	3643 S 73Rd East Ave	74145	Non-retail	Active Non-retail
24024	2402400	TULSA	OK	12626 E. 60Th Street	74146	Non-retail	Active Non-retail
1151	115100	Tulsa Woodland Hls	OK	6929 S Memorial Dr	74133	Open Store	Annc'd to Close
4455	445500	Beaverton	OR	3955 S W Murray Blvd	97005	Open Store	Annc'd to Close
6374	637400	CLACKAMAS	OR	14658 Se 82Nd Dr	97015	Non-retail	Active Non-retail
24562	2456200	Clackamas	OR	16131 Se Evelyn Street	97015	Non-retail	Active Non-retail
3839	383900	Corvallis	OR	400 North East Circle Blv	97330	Open Store	Open Store

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8883	888300	EUGENE	OR	4725 Pacific Ave	97402	Non-retail	Active Non-retail
1119	111900	Happy Valley	OR	11800 SE 82nd Ave	97086	Open Store	Annc'd to Close
2179	217900	Medford	OR	501 Medford Ctr	97504	Open Store	Open Store
8228	822800	Portland	OR	12402 Ne Marx Street	97230	Non-retail	Active Non-retail
8841	884100	PORLTAND	OR	15427 Ne Airport Way	97230	Non-retail	Active Non-retail
2715	271500	Salem	OR	955 Lancaster Dr Ne	97301	Open Store	Annc'd to Close

2119	211900	Salem(Lancaster)	OR	827 Lancaster Dr Ne	97301	Open Store	Ann'd to Close
3888	388800	The Dalles	OR	2640 West Sixth St	97058	Open Store	Open Store
1079	107900	Washington Sq	OR	9800 Sw Washington Square Rd	97223	Open Store	Ann'd to Close
3361	336100	Allentown	PA	1502 South Fourth St	18103	Open Store	Ann'd to Close
8744	874400	ALLENTOWN	PA	1820 Race Street	18109	Non-retail	Active Non-retail
2494	249400	Altoona	PA	5580 Goods Lane Suite 1005	16602	Open Store	Open Store
4150	415000	Altoona	PA	528 W Plank Road	16602	Open Store	Ann'd to Close
8875	887500	Altoona	PA	700 N Third Avenue	16601	Non-retail	Active Non-retail

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1454	145400	Bensalem/Crnwls Hts	PA	100 Neshaminy Mall	19020	Open Store	Ann'd to Close
9161	916100	Berwick	PA	1520 W Front St	18603	Open Store	Open Store
24411	2441100	BRIDGEVILLE	PA	300 Bursca Drive; Suite 303	15017	Non-retail	Active Non-retail
1711	171100	Camp Hill	PA	3505 Capitol Hill City Mall Dr	17011	Open Store	Open Store
7746	774600	Carlisle	PA	1180 Walnut Bottom Rd	17013	Open Store	Ann'd to Close
3225	322500	Chambersburg	PA	1005 Wayne Ave	17201	Open Store	Open Store

8781	878100	Chambersburg	PA	1475 Nitterhouse Dr	17201	Non-retail	Active Non-retail
7293	729300	Clifton Heights	PA	713 E Baltimore Pike	19018	Open Store	Open Store
3911	391100	Columbia	PA	3975 Columbia Ave	17512	Open Store	Open Store
3737	373700	Doylestown	PA	4377 Route 313	18901	Open Store	Open Store
2124	212400	Dubois	PA	5522 Shaffer Rd Ste 129	15801	Open Store	Annc'd to Close
7192	719200	Easton	PA	320 South 25Th Street	18042	Open Store	Open Store
3266	326600	Edwardsville	PA	U S Route 11 Mark Plaza	18704	Open Store	Open Store
3963	396300	Elizabethtown	PA	1605 South Market Street	17022	Open Store	Open Store
9662	966200	Ephrata	PA	1127 S State St	17522	Open Store	Open Store
4113	411300	Erie	PA	2873 W 26Th Street	16506	Open Store	Open Store

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24517	2451700	EXPORT	PA	1022 Corporate Lane, Bldg #2	15632	Non-retail	Active Non-retail
8873	887300	GOULDSBORO	PA	400 First Avenue	18424	Non-retail	Active Non-retail
2244	224400	Hanover	PA	1155 Carlisle St Ste 5	17331	Closed Store	Closed Store
6814	681400	Hermitage	PA	3235 E State-Shennango Vly MI	16148	Open Store	Annc'd to Close
3597	359700	Holmes	PA	600 Macdade Blvd	19043	Open Store	Open Store

7470	747000	Hummelstown	PA	1170 Mae Street	17036	Open Store	Ann'd to Close
1064	106400	Langhrn/Oxford Vly	PA	2300 E Lincoln Hwy	19047	Open Store	Ann'd to Close
7699	769900	Lebanon	PA	1745 Quentin	17042	Open Store	Open Store
7372	737200	Leechburg	PA	451 Hude Park Road	15656	Open Store	Open Store
3884	388400	Matamoras	PA	111 Hulst Dr, Ste 722	18336	Open Store	Ann'd to Close
433	43300	MIDDLETOWN	PA	2040 N Union St	17057	Non-retail	Active Non-retail
8275	827500	Morrisville	PA	One Kresge Rd	19030	Non-retail	Active Non-retail
6254	625400	New Castle	PA	2500 W State StUnion Plz	16101	Open Store	Open Store
7083	708300	New Castle	PA	2650 Ellwood Rd	16101	Open Store	Open Store

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4054	405400	New Kensington	PA	100 Tarentum Rd	15068	Open Store	Ann'd to Close
4064	406400	North Versailles	PA	1901 Lincoln Hwy	15137	Open Store	Open Store
3527	352700	Philadelphia	PA	7101 Roosevelt Blvd	19149	Open Store	Open Store
9409	940900	Phoenixville	PA	1000 Nutt Rd	19460	Open Store	Ann'd to Close
4010	401000	Pittsburgh	PA	880 Butler Street	15223	Open Store	Ann'd to Close

8724	872400	PITTSBURGH	PA	27 51St St	15201	Non-retail	Active Non-retail
9438	943800	Pleasant Hills	PA	720 Clairton Blvd/Rte 51	15236	Open Store	Annc'd to Close
1484	148400	Reading	PA	Warren St Bypass & Bern Rd	19610	Open Store	Open Store
1034	103400	Ross Park	PA	1008 Ross Park Mall Dr	15237	Closed Store	Closed Store
8976	897600	ROYERSFORD	PA	477 N Lewis Rd	19468	Non-retail	Active Non-retail
24527	2452700	SHARON HILL	PA	800 Calcon Hook Rd	19079	Non-retail	Active Non-retail
3136	313600	Shillington	PA	1 Parkside Ave	19607	Open Store	Open Store
1334	133400	South Hills	PA	300 S Hills Vlg	15241	Closed Store	Closed Store
2605	260500	State College	PA	183 Shiloh Rd	16801	Open Store	Open Store

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8962	896200	STEELTON	PA	1235 S Harrisburg St	17113	Non-retail	Active Non-retail
2074	207400	Stroudsburg	PA	344 Stroud Mall	18360	Open Store	Open Store
9539	953900	Thorndale	PA	3205 Lincoln Hwy	19372	Open Store	Annc'd to Close
4713	471300	Towanda	PA	Rt #6 Bradford Town Ctr	18848	Open Store	Open Store
3954	395400	Walnutport	PA	400 North Best Ave	18088	Open Store	Open Store

2114	211400	Washington	PA	1500 W Chestnut St	15301	Open Store	Open Store
7374	737400	West Chester	PA	985 Paoli Pike	19380	Open Store	Open Store
1154	115400	Whitehall	PA	1259 Whitehall Mall	18052	Open Store	Open Store
443	44300	WILKES BARRE	PA	Hanover Industrial Pk	13656	Non-retail	Active Non-retail
3268	326800	Wilkes-Barre	PA	910 Wilkes Barre Twp Blvd	18702	Open Store	Open Store
3390	339000	Williamsport	PA	1915 E Third St	17701	Open Store	Open Store
3810	381000	Willow Street	PA	2600 N Willow Street Pike	17584	Open Store	Open Store
3949	394900	Wind Gap	PA	803 Male Rd	18091	Open Store	Open Store
4732	473200	Aguadilla	PR	Road 2 Km 126.5	00605	Open Store	Open Store
7566	756600	Arecibo	PR	State Road 2 Km 80.2	00612	Open Store	Open Store
7570	757000	Bayamon	PR	Plaza Rio Hondo & Comerio Ave	00961	Open Store	Open Store
7788	778800	Bayamon	PR	Pr 167 & Las Cumbres	00957	Open Store	Open Store

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1085	108500	Caguas	PR	Intsctn St Rd Pr 1 & Pr 156	00725	Open Store	Open Store
4858	485800	Caguas	PR	Calle Betances Final #400	00726	Open Store	Open Store
7419	741900	Caguas	PR	Rafael Cordero & Hwy 30	00725	Open Store	Open Store
1925	192500	Carolina	PR	Carolina S/C	00988	Open Store	Open Store
7665	766500	Carolina	PR	65Th Infantry Ave	00985	Open Store	Open Store

7446	744600	Cayey	PR	Carr Rt #1 - Km 106	00736	Open Store	Open Store
2085	208500	Fajardo	PR	State Rd 3	00738	Open Store	Open Store
2675	267500	Guayama	PR	Road 3 Km.L34.7	00784	Open Store	Open Store
7768	776800	Guaynabo	PR	Pr 20 And Esmeralda	00969	Open Store	Open Store
7842	784200	HATO REY	PR	Plz Las Americas Mall	00918	Open Store	Open Store
3993	399300	Juana Diaz	PR	State Rd 149&State Rd 584	00795	Open Store	Open Store
1935	193502	Mayaguez	PR	975 Hostos Ave Ste 110	00680	Non-retail	Active Non-retail
3882	388200	Mayaguez	PR	Pr Rte #2; Km 149.5	00680	Open Store	Open Store
2385	238500	Naranjito	PR	El Mercado Plaza	00782	Open Store	Open Store
1945	194500	Ponce	PR	Plaza Del Caribe 2050 (Rd 2)	00731	Open Store	Open Store
1945	194502	Ponce	PR	Plaza Del Caribe 2050 (Rd 2)	00731	Non-retail	Active Non-retail
7741	774100	Ponce	PR	2643 Ponce Bypass	00728	Open Store	Open Store
4844	484400	Rio Piedras	PR	9410 Ave Los Romeros	00926	Open Store	Open Store

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3896	389600	San German	PR	Castro Perez Ave (Pr 122)	00683	Open Store	Open Store
4490	449000	San Juan	PR	Caparra Hgts - San Patricio S/C Roosevelt & San Patricio Avenues	00920	Open Store	Open Store
4494	449400	Trujillo Alto	PR	200 Carr 181	00976	Open Store	Open Store
7784	778400	Vega Alta	PR	Carr 2, Estatal, Plaza Caribe Mall	00692	Open Store	Open Store

7752	775200	Yauco	PR	Sr 128 @ Sr 2 Km 0.5	00698	Open Store	Open Store
24560	2456000	CAYCE	SC	2110 Commerce Dr	29033	Non-retail	Active Non-retail
4016	401600	Greenville	SC	Church St Extension	29605	Open Store	Open Store
8846	884600	GREENVILLE	SC	115 Haywood Rd	29607	Non-retail	Active Non-retail
8858	885800	Ladson	SC	3831 Commercial Cneter Rd	29456	Non-retail	Active Non-retail
7616	761600	Lexington	SC	748 W Main Street	29072	Open Store	Open Store
7274	727400	Mauldin	SC	129 West Butler Avenue	29662	Open Store	Annc'd to Close
2807	280700	Rock Hill	SC	2197 Dave Lyle Blvd	29730	Open Store	Open Store
7043	704300	Rock Hill	SC	2302 Cherry Rd	29732	Open Store	Annc'd to Close
7062	706200	Sumter	SC	1143 Broad St	29150	Open Store	Open Store
4141	414100	West Columbia	SC	1500 Charleston Hwy	29169	Open Store	Open Store
4170	417000	Rapid City	SD	1111 E North St	57701	Open Store	Open Store

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7241	724100	Bartlett	TN	8024 Stage Hills Blvd	38133	Non-retail	Active Non-retail
1115	111500	Chattanooga	TN	2100 Hamilton Place Blvd	37421	Open Store	Annc'd to Close

8037	803700	CHATTANOOGA	TN	6300 Enterprise Park Dr; Ste A	37416	Non-retail	Active Non-retail
2335	233500	Clarksville	TN	2801 Wilma Rudolph Blvd	37040	Open Store	Annc'd to Close
1146	114600	Cordova	TN	2800 N Germantown Prkwy	38133	Open Store	Annc'd to Close
2036	203600	Jackson	TN	2021 N Highland Ave	38305	Open Store	Open Store
2265	226500	Johnson City	TN	2011 N Roan St	37601	Open Store	Open Store
7460	746000	Knoxville	TN	6909 Maynardville Pike Ne	37918	Open Store	Annc'd to Close
8947	894700	KNOXVILLE	TN	114 Sherlake Rd	37922	Non-retail	Active Non-retail
9621	962100	Lebanon	TN	1443 W Main St	37087	Open Store	Open Store
2156	215600	Maryville	TN	198 Foothills Mall	37801	Open Store	Open Store
8756	875600	Memphis	TN	3952 Willow Lake Blvd; Bldg 5	38118	Non-retail	Active Non-retail
24542	2454200	MEMPHIS	TN	1710 Shelby Oaks Drive	38133	Non-retail	Active Non-retail
2226	222600	Murfreesboro	TN	1720 Old Fort Pkwy	37129	Open Store	Open Store

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8206	820600	NASHVILLE	TN	640 Thompson Lane	37211	Non-retail	Active Non-retail
24611	2461100	NASHVILLE	TN	5010 Linbar Drive # 125	37211	Non-retail	Active Non-retail

9735	973500	Sevierville	TN	217 Forks Of River Pkwy	37862	Open Store	Open Store
1395	139500	West Town	TN	7600H Kingston Pike	37919	Open Store	Annc'd to Close
1387	138700	Amarillo	TX	7701 1-40 W	79121	Open Store	Open Store
1137	113700	Austin	TX	1000 E 41St	78751	Open Store	Annc'd to Close
1357	135700	Austin/Barton Creek	TX	2901 S Capitol Of Texas Hwy	78746	Open Store	Annc'd to Close
1327	132700	Baytown	TX	1000 San Jacinto Mall	77521	Open Store	Annc'd to Close
30954	3095400	Brownsville	TX	2440 Pablo Kisel Blvd	78526	Closed Store	Closed Store
1217	121702	Corpus Christi	TX	1305 Airline Rd	78412	Non-retail	Active Non-retail
8870	887000	DALLAS	TX	1600 Roe St	75215	Non-retail	Active Non-retail
8021	802100	EL PASO	TX	39B Concord	79906	Non-retail	Active Non-retail
24554	2455400	El Paso	TX	1335 Geronimo Dr	79925	Non-retail	Active Non-retail

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1080	108000	Frisco	TX	2605 Preston Rd	75034	Open Store	Annc'd to Close
447	44700	GARLAND	TX	2775 W Miller Rd	75042	Non-retail	Active Non-retail

8907	890700	GARLAND	TX	1501 Kings Rd	75042	Non-retail	Active Non-retail
8807	880700	GRAPEVINE	TX	615 Westport Pkwy; Ste 200	76051	Non-retail	Active Non-retail
2537	253700	Harlingen	TX	2002 S Expy 83	78552	Open Store	Ann'd to Close
24011	2401100	HOUSTON	TX	10055 Regal Row	77040	Non-retail	Active Non-retail
1277	127700	Ingram	TX	6301 Nw Loop 410	78238	Open Store	Ann'd to Close
2147	214700	Irving	TX	2501 Irving Mall	75062	Open Store	Ann'd to Close
2487	248700	Killeen	TX	2000 Killeen Mall	76543	Open Store	Open Store
2247	224702	Laredo	TX	5300 San Dario Ave	78041	Non-retail	Active Non-retail
2557	255700	Longview	TX	3510 Mccann Rd	75605	Open Store	Open Store
1247	124700	Lubbock	TX	6002 Slide Rd	79414	Open Store	Ann'd to Close
4389	438900	McAllen	TX	1801 South 10Th Street	78503	Open Store	Open Store
7972	797200	McAllen	TX	3701 North McColl	78503	Non-retail	Active Non-retail

Unit	RE ID	NAME	ST	Address	Zip Code	Property Group	Status
1067	106700	Memorial	TX	303 Memorial City Mall	77024	Open Store	Ann'd to Close

8922	892200	PFLUGERSVILLE	TX	828 New Meister Lane, Suite 100	78660	Non-retail	Active Non-retail
1629	162900	Pharr	TX	500 N. Jackson Road	78577	Open Store	Open Store
9767	976700	PLANO	TX	2301 West Plano Parkway, Suite 201	75075	Non-retail	Active Non-retail
2637	263700	Port Arthur	TX	3100 FM 365	77642	Open Store	Open Store
1207	120700	Richardson	TX	201 S Plano Rd	75081	Open Store	Open Store
1097	109700	San Antonio	TX	2310 Sw Military Dr	78224	Open Store	Open Store
8747	874700	SAN ANTONIO	TX	1331 N Pine St	78202	Non-retail	Active Non-retail
9507	950700	SAN ANTONIO	TX	1560 CABLE RANCH RD	78245	Non-retail	Active Non-retail
24029	2402900	SAN ANTONIO	TX	5696 Randolph Blvd	78239	Non-retail	Active Non-retail
1127	112700	Shepherd	TX	4000 N Shepherd Dr	77018	Open Store	Open Store
1227	122700	Southwest Ctr	TX	3450 W Camp Wisdom Rd	75237	Open Store	Annc'd to Close
2077	207700	Tyler	TX	4701 S Broadway Ave	75703	Open Store	Annc'd to Close
2617	261700	Victoria	TX	7508 N Navarro St	77904	Open Store	Annc'd to Close

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1367	136700	Waco	TX	6001 W Waco Dr	76710	Open Store	Open Store

8948	894800	SALT LAKE CTY	UT	175 W 1300 South	84115	Non-retail	Active Non-retail
24604	2460400	SALT LAKE CTY	UT	2027 S 4130 W	84104	Non-retail	Active Non-retail
9794	979400	St. George	UT	785 S Bluff	84770	Open Store	Open Store
1888	188800	West Jordan	UT	7453 S Plaza Center Dr	84084	Open Store	Annc'd to Close
1284	128400	Alexandria	VA	5901 Duke St	22304	Open Store	Open Store
4483	448300	Annandale	VA	4251 John Marr Drive	22003	Open Store	Annc'd to Close
2435	243500	Charlottesville	VA	1531 Rio Rd E	22901	Open Store	Open Store
3471	347100	Chesapeake	VA	2001 South Military Hwy	23320	Open Store	Open Store
8838	883800	CHESAPEAKE	VA	713 Fenway Ave; Ste D	23323	Non-retail	Active Non-retail
1615	161500	Chspk/Greenbrier	VA	1401 Greenbrier Pkwy	23320	Closed Store	Closed Store
8823	882300	DULLES	VA	45065 Old Ox Rd	20166	Non-retail	Active Non-retail
1814	181400	Fairfax	VA	12000 Fair Oaks Mall	22033	Open Store	Annc'd to Close
1024	102400	Falls Church	VA	6211 Leesburg Pike	22044	Open Store	Open Store
2694	269400	Fredericksburg	VA	100 Spotsylvania Mall	22407	Open Store	Open Store

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1575	157500	Hampton	VA	100 Newmarket Fair Mall	23605	Open Store	Ann'd to Close
8836	883600	RICHMOND	VA	4100 Tomlyn St	23230	Non-retail	Active Non-retail
24552	2455200	RICHMOND	VA	5340 S Laburnum Ave	23231	Non-retail	Active Non-retail
7415	741500	Springfield	VA	6364 Springfield Plaza	22150	Open Store	Ann'd to Close
3785	378500	Tabb	VA	5007 Victory Blvd	23693	Open Store	Open Store
1265	126500	Virginia Beach	VA	4588 Virginia Beach Blvd	23462	Closed Store	Closed Store
7717	771700	Waynesboro	VA	2712 W Main St	22980	Open Store	Ann'd to Close
7259	725900	Williamsburg	VA	118 Waller Mill Rd	23185	Open Store	Ann'd to Close
2784	278400	Winchester	VA	1850 Apple Blossom Dr	22601	Open Store	Open Store
7413	741300	Frederiksted	VI	Remainder Matriculate #1	00840	Open Store	Open Store
3972	397200	St. Croix	VI	Sunny Isle S/C, Space #1	00820	Open Store	Open Store
3829	382900	St. Thomas	VI	26 - A Tutu Park Mall	00802	Open Store	Open Store
7793	779300	St. Thomas	VI	9000 Lockhart Gdns S/C, Ste 1	00802	Open Store	Open Store
45061	4506100	COLCHESTER	VT	4 ACORN LANE	03848	Non-retail	Active Non-retail

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3133	313300	Bellingham	WA	1001 E Sunset Drive	98226	Open Store	Ann'd to Close
2049	204900	Everett	WA	1302 Se Everett Mall Way	98208	Open Store	Open Store
2329	232900	Kennewick(Pasco)	WA	1321 N Columbia Center Blvd	99336	Open Store	Open Store
3413	341300	Kent	WA	24800 W Valley Hwy	98032	Closed Store	Closed Store
8709	870900	KENT	WA	7650 S 228Th St	98032	Non-retail	Active Non-retail
8897	889700	KENT	WA	6250 S. 196Th Street	98032	Non-retail	Active Non-retail
2330	233000	Puyallup	WA	3500 S MeridianSte 900	98373	Open Store	Ann'd to Close
2329	232902	Richland	WA	1661 B Fowler St	99352	Non-retail	Active Non-retail
36692	3669200	Seattle	WA	701 5th Ave	98104	Non-retail	Active Non-retail
38167	3816700	Seattle	WA	1415 NE 45th Street	98105	Non-retail	Active Non-retail
24526	2452600	Seattle/Tukwilla	WA	12628 Interurban Ave South	98168	Non-retail	Active Non-retail
8004	800400	Spokane	WA	10424 W Aero Rd	99004	Non-retail	Active Non-retail
9480	948000	SPOKANE	WA	12310 Mirabeau Parkway; Suite 500	99216	Non-retail	Active Non-retail

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2239	223900	Vancouver	WA	8800 Ne Vancouver Mall Dr	98662	Open Store	Ann'd to Close
7034	703400	Walla Walla	WA	2200 East Isaacs Ave	99362	Open Store	Open Store
24555	2455500	BROOKFIELD	WI	13040 W Lisbon Rd; Bldg 2 Ste 300	53005	Non-retail	Active Non-retail
8968	896800	JANESVILLE	WI	3920 Kennedy Rd	53545	Non-retail	Active Non-retail
7648	764800	Mauston	WI	800 North Union	53948	Open Store	Open Store
8220	822000	NEW BERLIN	WI	16255-16351 W LINCOLN AVE	53151	Non-retail	Active Non-retail
3692	369200	Oconomowoc	WI	1450 Summit Avenue	53066	Open Store	Open Store
3851	385100	Racine	WI	5141 Douglas Ave	53402	Open Store	Open Store
7649	764900	Ripon	WI	1200 West Fond Du Lac St	54971	Open Store	Open Store
8725	872500	VANDENBROEK	WI	N 168 Apoltolic Rd	54140	Non-retail	Active Non-retail
3750	375000	Waupaca	WI	830 West Fulton St	54981	Open Store	Open Store
8782	878200	WAUWATOSA	WI	4320 N. 124Th Street	53222	Non-retail	Active Non-retail
6375	282601	Bridgeport	WV	225 Meadowbrook Mall	26330	Open Store	Open Store
4188	418800	Charleston	WV	1701 4Th Ave W	25387	Open Store	Ann'd to Close
4442	444200	Charleston	WV	6531 Mccorkle Avenue S E	25304	Open Store	Open Store

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3484	348400	Elkview	WV	I-79/Us 43 Crossings Mall	25071	Open Store	Open Store
3724	372400	Scott Depot	WV	101 Great Teays Blvd	25560	Open Store	Annc'd to Close
2304	230400	Westover/Morgantown	WV	9520 Mall Rd	26501	Open Store	Annc'd to Close
2341	234100	Casper	WY	701 Se Wyoming Blvd	82609	Open Store	Annc'd to Close
4736	473600	Casper	WY	4000 East 2Nd Street	82609	Open Store	Annc'd to Close
2371	237100	Cheyenne	WY	1400 Del Range Blvd	82009	Closed Store	Closed Store
4863	486300	Gillette	WY	2150 South Douglas Hwy	82716	Open Store	Annc'd to Close
7139	713900	Jackson	WY	510 S Hwy 89	83002	Open Store	Open Store
30938	3093800	Glendale	AZ	6767 West Bell Road	85308	Closed Store	Closed Store